

November 4, 1995

Introduced By:

RON SIMS
PETE VON REICHBAUER

gismot.doc:svw

Proposed No.:

95 - 804

MOTION NO. **9741**

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A MOTION authorizing the executive to enter into an interagency agreement between King County and the city of Seattle for the sharing of Geographic Information Systems data.

WHEREAS, King County (hereinafter referred to as "the county") and the city of Seattle (hereinafter referred to as "the city") both have Geographic Information Systems (GIS), and

WHEREAS, the sharing of GIS data between the county and the city will enhance the systems of both entities, resulting in a regional data partnership, and

WHEREAS, it is the intention to establish a program that will be in effect as long as the county and the city can mutually benefit from the transfer of each other's data, and

WHEREAS, the city shall provide the county with GIS services and product deliverables which will ease the translation of data from one system to the other, provide topographical orthophoto data outside the Seattle corporate boundaries and improve the quality of city and county street address information; and the county shall pay the city for these services and deliverables an amount not to exceed \$175,000 in accordance with the attached agreement, and

WHEREAS, it is in the public interest that jurisdictions cooperate to provide effective and cost efficient information services;

NOW THEREFORE BE IT MOVED by the Council of King County:

The county executive is authorized to execute an interagency agreement, substantially in the form attached, with the city of Seattle for the sharing of Geographic Information Systems data.

PASSED by a vote of 12 to 0 this 19th day of December, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Donald G. Peterson
Clerk of the Council

Attachment: Interagency Agreement

9741

**INTERAGENCY AGREEMENT
BETWEEN
KING COUNTY & THE CITY OF SEATTLE
Relating to the Development, Use and Maintenance of
Geographic Information Systems (GIS) Data and Structure**

9741

INTERAGENCY AGREEMENT
Between King County and The City of Seattle

Relating to the Development, Use and Maintenance of Geographic Information Systems (GIS) Data and Structure

THIS AGREEMENT is entered into by and between **KING COUNTY** (hereinafter "the County"), a home rule county that is a political subdivision of the State of Washington, and **THE CITY OF SEATTLE** (hereinafter "the City"), a municipal corporation of the State of Washington.

I. PURPOSE

The County and the City (hereinafter collectively referred to as "the Parties") desire to develop, use and maintain a common Geographic Information System (hereinafter "GIS") data base to support the governmental activities of their respective jurisdictions. It is in the common interest of the Parties to combine resources, share common information and agree upon relationships of mutual support to best achieve these ends.

Although a GIS agreement between the City's Engineering Department and the County's Department of Assessments is currently in effect, the long-term intent of the Parties is to establish a single agreement governing GIS data sharing and providing the basis for the free flow of geographic data between them.

Upon the full execution of this Agreement, the Parties agree as follows:

II. DEFINITIONS

For the purpose of this Agreement, the following terms shall be defined as provided below unless a different meaning is evident from the context:

- A. "ARC/INFO" is the trademarked software package that serves as the primary environment used by each Party's GIS.
- B. "AML" means ARC macro language and programming language used in the ARC/INFO environment.
- C. "CGDB" means the City's Central Geographic Data Base, which contains the geographic data identified in Attachment 1 other than that in the

Building Outline Layer.

- D. "County Property Theme" means the geographic data that the County maintains in its GIS and that generally corresponds to the CGDB.
- E. "Shared data" means and consists of the data included in the data layers identified in Attachment 1; Provided, that additional data, any system, and any application can be shared by the County and City under this Agreement if the Parties elect to do so.

III. DURATION OF AGREEMENT; SURVIVAL OF RESTRICTIONS & OBLIGATIONS

A. Duration of Agreement

This Agreement shall be effective on November 1, 1995, and shall continue in full force and effect until terminated pursuant to the provisions hereof.

B. Survival of Restrictions & Obligations

All restrictions relating to the use, transfer, sale, execution of leases, licenses and sublicenses, and stewardship of the shared data, and the indemnification obligations provided in this Agreement shall survive the expiration or earlier termination of this Agreement.

IV. SCOPE OF WORK

A. Task 1: City Delivery of GIS Data & Documentation, & Designation of Contact

1. Delivery of Data & Documentation:

Within five (5) calendar days after the full execution of this Agreement, the City shall deliver to the County's GIS Program Manager, without charge but subject to the terms and conditions of this Agreement, one or more tapes or CDs containing all GIS data and documentation in the City's possession that is included in Attachment 1 (including but not limited to a full coverage index, and a description of the database file structure, attribute definitions, and primary database keys that link the layers) for the geographic quarter-sections in the areas depicted on Exhibit 1 except for ortho/photo data for the following geographic quarter-sections depicted on

Exhibit 1 (which have already been provided to such official):

Township 23 North, Range 3 East (northern and southern segments)
Township 23 North, Range 4 East (northern and southern segments).

2. Subsequent Deliveries of Data & Documentation:

In a timely manner following the City's receipt of a County request for the same, the City shall deliver to the County's GIS Program Manager, without charge but subject to the terms and conditions of this Agreement, an update of the data and documentation previously provided pursuant to Subsections IV.B.1 and IV.B.2 hereof; Provided, that the County shall not request such updates more frequently than monthly.

3. City Designation of Contact:

Within five (5) days after the full execution of this Agreement the City shall designate a representative who shall serve as the contact for those City agencies requiring user support and who shall be authorized to accept and distribute shared data among City agencies. The City shall provide written notice to the County's GIS Program Manager, of the name, title, business address and office telephone of such representative immediately after such designation is made. The City may change such designation at will, but the City shall deliver written notice of such change in designation to the County's GIS Program Manager immediately after the making of each such change.

B. Task 2: County Designation of Contact; Responsibility for Conversion & Translation of Data

1. County Designation of Contact:

Within five (5) days after the full execution of this Agreement, the County shall designate a representative who shall serve as the contact for those County agencies requiring user support and who shall be authorized to accept and distribute shared data among County agencies. The County shall provide written notice to the City's GIS Manager, of the name, title, business address and office telephone of such representative immediately after such designation is made. The County may change such designation at will, but the County shall deliver written notice of such change in designation to the City's GIS Manager immediately after the making of each such change.

2. County Responsibility for Conversion and Translation of Data:

The County shall be responsible for the conversion and translation of all such data at no cost to the City into such form as is desired by the County.

C. **Task 3: Database Translator**

1. General Overview:

The City and County desire to share GIS data that exists on their respective computer platforms in different database designs. The Database Translator will streamline and enhance the exchange of GIS data between the Parties through the use of automated translation tools that will allow either Party to conveniently access data (both existing and new) acquired from the other Party, thereby eliminating manual reentry and reformatting of that data. The application will enable County and City staff easy access to updated legal, survey control, parcel, and street network layers that are currently resident in the CGDB and the County Property Theme.

The Translator will build on data translation tools being developed by the County and its consultant that translate City GIS data to County database design specifications. The primary focus for work outlined in this task will be the development of routines to translate County GIS data to City design specifications and the development of a user interface that will run on both Parties' systems.

2. Specifications:

- a. The Translator will be designed to run on the City Engineering Department's GeoSystems Sun/UNIX platform and the County Property Theme's DEC/UNIX platform. Enhancement(s) to enable the Translator to run on other platforms will be the responsibility of the party that desires such enhancement(s).
- b. The Translator will run under ARC/INFO Version 7.03 and will include an AML-based menu-driven user interface. The application will conform to City and County programming and documentation standards.
- c. The Translator will provide data translation capabilities consistent with the quality and completeness of the source data that is provided. The Parties acknowledge that certain

data in their respective GISs do not meet the specifications set forth herein, with the result that the Translator will not be able, and is not intended, to translate such data in a way that will enable both Parties to use the same equally. In addition, the Parties acknowledge that as a consequence of data not meeting the specifications set forth herein, occasional errors and discrepancies will be discovered during the use of each other's GIS data. Data quality issues that arise in the course of utilizing Translator tools will be discussed by the City's GIS Manager and the County's GIS Program Manager or their respective designee(s) and, in the event of agreement that a joint effort should be made to resolve the same, will be addressed on a case-by-case basis using resources (including funds and other quality control tools and editing techniques) at the disposal of the City and County. In the absence of such a joint effort agreement, however, such errors and discrepancies will be addressed only at the expense of and by the party desiring such action.

- d. The Translator will allow for the selection of GIS data based on a user-defined geographic area and geographic quarter-section (a "tile"). Geographic areas will be consistent with and/or referenced to the GIS data bases as organized by the City and County on January 1, 1996.

3. Requirements for Commencement of City Work:

On or by January 1, 1996, the County shall deliver to the City's GIS Manager the existing data translation tools used by the County including but not limited to the AML software, related files, and supporting documentation developed by the County's GIS conversion consultant as of that date.

4. City Deliverables:

- a. On or by February 1, 1996, the City shall deliver to the County's GIS Program Manager a detailed project plan showing delivery dates for the deliverables identified in Subsection IV.C.4.b.
- b. On or by June 30, 1996, the City shall deliver to the County's GIS Program Manager, the following deliverables:
 - (1) Documentation of functional requirements including a

proposed user interface.

- (2) Application design including flowcharts of data processing and identification of program modules and variables.
 - (3) Documented testing procedures and results for use by City and County staff to validate software functionality.
 - (4) Application software and instructions for installation on the County GIS.
 - (5) User documentation describing the use of all menu options and standard procedures for use of the application.
- c. On or by December 31, 1996, the City shall provide to the County support for the County's installation of the Translator, up to a total of twenty-five (25) hours of operations training, and corrections in the Translation programming reasonably required for the County's final acceptance of the City's work under this Task 3.

5. Schedule:

Start:	January 1, 1996
Delivery of Initial Deliverables:	February 1, 1996
Delivery of §IV.C.4.b Deliverables:	June 30, 1996
County's Final Acceptance Date:	December 31, 1996

D. Task 4: Completion of Digital Topography, Orthophotography and Building Outline Layers

1. General Overview:

In 1996, the City will be undertaking a project to build supplemental GIS data to complete the development of digital topography, orthophotography, and building outline layers of the GIS for certain portions of the utility services areas located in King County north and south of the corporate boundaries of the City, namely, those portions covering the geographic quarter-sections ("tiles") illustrated on the attached Exhibit 1. Completion of this work will provide the Parties with continuous topographic/ortho-

photo coverage for the entire Seattle utility service area. The majority of the work performed under this Task is expected to be completed by an existing City contractor, Walker and Associates, Inc. City GIS staff will be responsible for quality control, project tracking, reporting, and contract administration for this work element.

2. Specifications:

All deliverables will be completed by the City's contractor consistent with the specifications for the original Seattle project that called for the creation of the same layers within the Seattle Drainage and Wastewater Utility Service Area.

3. City Deliverables:

- a. 53 quarter-section tiles of 2 foot digital contours and associated coverages;
- b. 53 quarter-section tiles of completed 1 foot pixel orthophotographic images;
- c. 125 quarter-section tiles of building outlines, including decks, patios, sheds, garages, and other significant structures.

4. Schedule:

Start:	January 1, 1996
Delivery Deadline:	December 31, 1996

E. Task 5: Data Enhancement Services

1. General Overview:

The City and County share a mutual interest in enhancing access to existing address files via GIS capabilities. Currently, existing City and County address files are not widely available to GIS users as a basis for geographic analysis and mapping.

The work performed under this Task would serve as a prototype for future work aimed at integrating GIS data and capabilities with address-based City and County business functions. This work would represent substantial progress toward the long-range goal of defining a standardized address file format and creating permanent links between the many address files and

GIS databases at the City and County:

The primary goal of this work will be to link two, City-selected address-based data files with appropriate geographic features currently represented within the City and County GISs and to develop a methodology for use in linking additional files in the future.

A design, methodology and recommendations for a maintenance process will be developed that would support permanent data linkages between GIS data files and existing City and County address files. Maintenance procedures, and automated tools to support such procedures will be developed and tested using two selected address files.

2. Problem Statement:

Several addresses often exist for a single location or feature on the ground, depending on the purpose and source of the address data. A single geographic feature such as a building or a parcel may have several addresses associated with it, each one resident within a separate file. The work to be performed is therefore based on the assignment of a geographic location to an address, rather than the reverse of assigning a single address to a location. The approach will be to link address records to a building polygon in the City's Building Outline Layer. Addresses processed in this way may be spatially referenced to the underlying parcel in order to link to the County's Department of Assessments Parcel ID Number.

Address records that encompass the City's Utility Service Area will be used. In areas where the Building Outline Layer does not exist, links to the Parcel Layer will be created. Results of the address linking process will be used to create actual (rather than theoretical) address ranges within the Street Network Database.

3. Technical Approach:

In undertaking this Task, the City shall:

- a. Select address files to be processed, one each from the City and County.
- b. Prepare conceptual and physical database design.
- c. Perform initial match of addresses contained in both files to parcel and building features, using automated techniques.

- d. Conduct research and necessary field work to confirm and investigate address/location linkages.
 - e. Assign Building Outline Layer and Parcel Layer database keys to records within each address file.
 - f. Make address corrections consistent with field investigation results and create the final file.
 - g. Use results of Steps 1 through 6 to build actual (rather than theoretical) address ranges referenced to the Street Network Database.
 - h. Develop and document database design for maintenance process.
 - i. Design and implement maintenance procedures for the two address files processed in tasks 1 through 7.
4. Conditions for Commencement and Continuation of City Work:
- a. On or by September 30, 1996, the County shall deliver to the City's GIS Manager a standard County Department of Assessments address file containing address records in a consistent address file format, which file shall be selected by the City during the design phase of this Task.
 - b. On or by January 15, 1997, the County shall deliver to the City's GIS Manager data identifying whatever addresses have been added, deleted, and revised during 1996, in the address file selected by the City pursuant to Subsection IV.D.2 hereof, and such other address-related information as is required by the City to design and implement a maintenance process that, if implemented by the County, will ensure that the selected address file is current and complete as of December 31, 1996.
5. City Deliverables:
- a. Draft database design and processing methodology document.
 - b. Data files and error reports resulting from initial match of addresses (Technical Approach Activity 3.c).

- c. Two final enhanced address files containing address records with appropriate database links to City and County GIS data. Addresses will be linked to the primary key within the City's Building Outline Layer and to the County's Department of Assessments Parcel ID Number contained within the Parcel Layer.
- d. Final database design and methodology, and documented results of this work.
- e. AML code to support automated matching and exception processing.
- f. Street Network Database files containing actual (instead of theoretical) address ranges.
- g. Written proposal for maintenance process that, if implemented by both Parties, would keep database links current and complete.
- h. Maintenance procedures and automated tools for updating two (2) address files.

6. Schedule:

Start:	January 1, 1996
Delivery of City Deliverables 5.a and 5.b:	August 30, 1996
Delivery of County address file revisions:	January 15, 1997
Finish:	December 31, 1997

F. Standards Applicable to Services Under Tasks 3, 4, & 5:

All City services under Subsections IV.C, IV.D, and IV.E of this Agreement, shall be performed consistent with the following standards, as provided in both hard copy and digital form by the County's GIS Program Manager to the City's GIS Manager on or about November 2, 1995:

- 1. County GIS Standards including County GIS Database Standards
- 2. Pertinent portions of the County GIS Property Database Data Dictionary
- 3. ARC/INFO Programming Standards

4. County GIS Database Standards

V. PROGRESS REPORTS

Progress reports on Tasks 3, 4, and 5 as described in §§IV.C, IV.D, and IV.E shall be provided by the City to the County's GIS Program Manager and the Convener/Moderator of the Steering Body in writing, both quarterly and prior to each meeting of the Steering Body to be established pursuant to Section IX hereof.

VI. RESTRICTION ON USE OF DATA BY THIRD PERSONS & ENTITIES**A. Obligation to Honor Policies & Procedures Regarding Data Disclosure**

It is the responsibility of both Parties to comply with the requirements of the State of Washington Public Disclosure law (Ch. 42.17 RCW, as now or hereafter amended) regarding the disclosure of shared data. It is also the responsibility of each party to comply with the policies and procedures of both Parties, as applicable, and the provisions of this Agreement regarding the providing to any third person or entity through a sale, license, sublicense, lease, exchange or other arrangement, of any GIS data made available to such party under this Agreement, through a sale, licensing, leasing, exchange or other arrangement.

B. Notice Regarding Public Disclosure Requests for Other Party's Data

Neither party shall provide to any third person or entity a copy or copies of any of the shared data that has been provided by the other party without providing at least five (5) business days' advance notice to the other party's designated contact representative of the request for data, specifying, in writing, the name of the requester and the requester's anticipated or known use for such data. Within five (5) business days after the receipt of any request from a third person or entity for any of the other's data (or within such other time period as may be required by law), the contact representative of the party that received such request shall acknowledge, in writing, its receipt of such request consistent with the State's Public Disclosure law. On the same day, such contact representative shall deliver to the other party's contact representative a copy of such request and acknowledgement together with any other information regarding the requester's intended use of such data and notice of the request receiver's intent to disclose the requested data. If the other party objects to such disclosure, its contact representative shall give notice to the request recipient's contact representative of such objection within five (5) business days after the date of the request acknowledgement. The party objecting to such disclosure may seek relief in King County Superior Court in

accordance with applicable law and, in connection therewith, shall pay all costs associated therewith and indemnify the request recipient from and against any obligation to pay the requester's attorneys' fees and other costs pursuant to Ch. 42.17 RCW, as now or hereafter amended. To the extent reasonably possible, each party shall release GIS data to third persons and entities only through its contact representative.

C. County Promulgation & Notice of GIS Data Disclosure Policies & Procedures

Within thirty (30) days after the full execution of this Agreement, the County shall promulgate, in writing, initial GIS data disclosure policies and procedures consistent with this Agreement, and thereafter, shall ensure that on at least an annual basis, its contact representative distributes a copy of such policies to every County department with access to the shared data and notifies each such department of the distribution restrictions described in such policies and this Agreement.

D. Restrictions on Distribution of GIS Data Set or Portions Thereof

1. Except as explicitly authorized herein, the County shall not publish, sell, assign any rights or interests in or to, lease, license or sublicense use of, or market the availability of the GIS data set, either in whole or any substantial portion thereof (namely, one (1) or more layers thereof or any component sublayer, as identified in Attachment 1, or nine (9) or more geographic sections, as depicted on Exhibit 1). Whenever the County receives any inquiry about or request for a copy of all or any substantial portion of the GIS data set (as defined above) other than a request submitted under Ch. 42.17 RCW (the State Public Disclosure Law), as now or hereafter amended, or a request for entire County data sets, the County shall notify the City GIS Manager. The City GIS Manager shall respond within five (5) working days with either (a) written permission to grant the data request or respond to the inquiry or (b) an instruction that the County is to refer the person or entity making such inquiry or request to the City GIS Manager, % Seattle Engineering Department, Municipal Building, Seattle, WA 98104 (or such other official and at such other address as may be specified by the City in notice to the County), and shall not attempt to answer the inquiry or provide the requested data.
2. The GIS data set provided to the County pursuant to Subsection IV.A hereof has been copyrighted by The City of Seattle. The City

hereby reserves all rights to the GIS data set not expressly granted to the County by this Agreement. Neither the GIS data set nor any portion thereof may be reproduced in any form or by any means without the express written authorization of The City of Seattle except as permitted in this Agreement.

3. The County recognizes that its incorporation of the City's GIS data set into the County's GIS Property Theme is the development of a compilation or derivative work. The County recognizes the copyright claimed by The City of Seattle and shall include a copyright notice (©, 1995 [or the then-current calendar year], by The City of Seattle) on each plot utilizing any part of the City GIS data set or copy of the GIS data set or any substantial portion thereof (as defined in Subsection VI.D.1 hereof) that is provided to any third person or entity.
4. Whenever the County is requested to provide to any third person or entity a copy, in any form or medium, of the City GIS data set or copy of the GIS data set or any substantial portion thereof (as defined in Subsection VI.D.1 hereof), the County shall provide to such person a copy of the "Disclaimer for City GIS Data Set" (Attachment 4) form developed by the City (or such replacement form as the City may hereafter provide to the County), secure on such form or replacement form the signature of an authorized representative of the person or entity for whom such copying was done, and deliver to the City GIS Manager the City's copy of such signed disclaimer form. The City shall provide to the County whatever copies of such disclaimer form are required to enable the County to carry out this obligation.

VII. CONDITIONS FOR USE OF SHARED DATA

A. Use of Shared Data

The Parties agree that either party may use the shared data to present information including maps, charts and reports. The Parties' respective contact representative or such person's designee may share data among County and City departments for governmental purposes. The information derived from the data may be analyzed and incorporated into other data bases as required for governmental purposes provided that the appropriate copyright notice (©, 1995 [or the then-current calendar year], by The City of Seattle) is included when each such incorporation occurs. The County is hereby authorized to make, for its own governmental

purposes; and to the extent it desires, copies of the GIS data set as well copies of any portion of the GIS data set, but shall include in each such copy the City's copyright notice (©, 1995 [or the then-current calendar year], by The City of Seattle) on such copy, each plot utilizing the City GIS data set or copy of the GIS data set or any substantial portion thereof (as defined in Subsection VII.D.1 hereof)

B. City's Reservation of Rights in GIS Data Set

The City's providing of the GIS data set to the County pursuant to this Agreement does not constitute a sale of any title or interest in the GIS data set or any City GIS database.

C. Authorization to Make Archival & Backup Copies of GIS Data Set

The County is authorized to make copies of the GIS data set in non-printed, digital form for backup or archival purposes.

D. Disclaimers

1. The County acknowledges that the GIS data set is complex and that it may contain some nonconformities, defects or errors. The City does not warrant that the GIS data set will meet the County's needs or expectations, or that all nonconformities can or will be corrected. The County accepts the GIS data set "as is." The County shall independently verify any information of critical importance to its operations.
2. All disclaimers as to the accuracy, correctness and intended use of this data, as stated by both parties in Attachments 3 and 4, apply to this Agreement. Attachment 3 sets forth the County's disclaimer. Attachment 4 sets forth the City's disclaimer.

E. Warranty of Each Party's Right to Use GIS data set in ARC/INFO Format & Indemnification:

The County and City represent and warrant to each other that it has the right to receive, load, and process the GIS data set in the "ARC/INFO"® format, and further covenants and agrees to indemnify and hold the other harmless from any liability incurred by the other for any breach of this warranty.

F. Acknowledgement of Each Party's Right to Modify GIS Data

The Parties hereto acknowledge that each has the right to modify the GIS data set at any time whatsoever without prior notice to the other. In the event the GIS data set is modified, the party making such modification shall give notice to the other of explaining the substance of the modification that was made and shall provide a copy of such modification in both hard copy and digital form to the other at the next regular up-date to ensure conformity of the shared data.

VIII. PAYMENT FOR SERVICES

The County shall compensate the City for work performed under Subsections IV.C, IV.D and IV.E hereof as follows:

A. For Task 3: Database Translator

The County shall pay to the City for the Translator and associated user support tools, operations training, and corrections, a lump sum fee of \$30,000, within thirty (30) days after the successful installation on the County's GIS in July 1996 and the County's receipt of a City invoice for such payment.

B. For Task 4: Completion of Topo/Ortho and Building Outlines Layers

The County shall pay to the City for the completion of the Topo/Ortho and Building Outline Layers a total of \$60,000, which sum shall be payable, at the City's option, in up to three (3) partial payments, each within thirty (30) days after the County's receipt of notice of the City's acceptance of progress by the City's contractor on such work element and a City invoice for such work.

C. For Task 5: Database Enhancement Services

The County shall pay to the City the sum of \$42,500 within thirty (30) days after the County's receipt of City Deliverables 4.a and 4.b. The County shall pay the City an additional \$42,500 within thirty (30) days after the County's receipt of City Deliverables 4.c through 4.h.

IX. STEERING BODY

On or by December 1, 1995, the chief officials of the County and City GIS Oversight Committees shall each designate two (2) members of their respective committees to serve on a Steering Body responsible for overseeing the development of a working relationship

between City and County GIS staff and data bases and the completion of the scope of work described in Section IV hereof. To provide a broader perspective with respect to decision-making, the Steering Body members appointed by each such official should work in different departments of their respective employing party. In case of a deadlock, the Steering Body shall select, by majority vote, a fifth, independent member to cast a deciding vote. The Steering Body shall meet initially in January, 1996, at a time and place specified by the County's GIS Program Manager and the City's GIS Manager, and elect, from among the Steering Body members for such term as may be agreed upon by the Steering Body members, a meeting Convener/Moderator. After its initial meeting, the Steering Body shall meet at least once every six (6) months and upon the call of the Steering Committee's Convener/Moderator to:

- monitor data sharing policy and procedures;
- review progress with respect to the scope of work;
- mediate alleged defaults in either party's performance under this Agreement; and
- review proposals for any new cooperative efforts.

In the event any Steering Body member's employment or membership on such member's GIS Oversight Committee ends, whether voluntarily or otherwise, such member shall be replaced by an appointment made by the chief official of such member's GIS Oversight Committee; and upon the expiration of the term of office of the Convener/Moderator or in the event such official resigns such position or is otherwise unable or unwilling to continue in such position, the Steering Body shall elect from its members a new Convener/Moderator.

In the unlikely event that the Parties are unable to resolve differences about GIS project issues including but not limited to the scope of work, schedule, or quality of deliverables, either party may submit a request to the Steering Body to mediate and attempt to resolve the dispute.

In the event either party provides notice to the Convener/Moderator of the existence of a dispute and an alleged default in performance by the other party, the Convener/Moderator shall schedule a meeting of the Steering Body to occur within ten (10) after the date of such notice, for the hearing and considering of such allegation and the other party's response thereto. The Steering Body shall endeavor to complete its mediation efforts within ten (10) calendar days after the date such allegations were initially presented to such body. In the event the Steering Body is unable to successfully mediate and arrange for the settlement or resolution of any such alleged default within such ten (10) day period, the Convener/Moderator shall give notice, in writing, to each of the Parties of its inability to mediate such dispute.

The Steering Body may gather information, conduct interviews and hold separate

meetings to understand the issues, facts, and positions of the Parties, establish subcommittees, and adopt bylaws and rules of procedure for hearing and considering all matters brought before it.

The Steering Body shall explore alternatives and search for solutions that will promote the purposes of a collaborative GIS program and structure a settlement to resolve current GIS problems as well as to meet future GIS needs of the County and City. The Steering Body shall be mindful of taxpayer interests and attempt to reduce delays and costs that will be incurred by the Parties.

X. DEFAULT AND TERMINATION

A. Termination for Convenience

Either party may, for its convenience, order the suspension of the other party's work under this Agreement upon not less than three (3) calendar days' prior notice, and terminate this Agreement upon not less than thirty (30) days' prior notice, each of which notices shall be delivered to the other party by personal service or via the United States Postal Service, postage prepaid, certified mail, return receipt requested. In the event of the County's termination of this Agreement pursuant to this subsection, the County shall pay all City costs, both direct and indirect, that have been incurred in the performance of any Task under Subsections IV.C, IV.D and IV.E through the effective date of termination (up to a maximum of \$175,000), less any payments made hereunder before the effective date of the termination for convenience.

For the purpose of determining the termination payments due, the City's costs for performing work under Tasks 3 and 5 shall be calculated on an hourly basis, at a rate of \$38.42 per hour. For work under Task 4 (Subsection IV.D hereof), the County shall pay the documented costs of the City's third party contractor's performance on the specific task.

If the City terminates this Agreement for convenience prior to the completion of work to be performed with respect to Task 3, 4 or 5, as identified in Subsections IV.C, IV.D or IV.E hereof, the City shall reimburse the County for progress payments made by the County to the City with respect to the uncompleted portions of such task(s) through the date of the termination for convenience. The City shall deliver to the County all work products that have been developed by the City in the course of work on such tasks. If the uncompleted work on any such task can be completed by the County's staff or by a third party contractor, then the City shall also reimburse the County at a rate of \$38.42 per hour for GIS staff time required to complete such tasks, or shall reimburse the County for reasonable

direct and indirect costs incurred by the County in engaging a third party contractor to complete such tasks as specified herein.

B. Termination for Default

The process for terminating this Agreement for default shall be commenced by the serving of a Notice of Default by certified mail, return receipt requested, on the party allegedly in default, which notice shall set forth, in detail, the manner in which such party has failed to comply with a material provision of this Agreement and the intent of the party giving such notice to terminate this Agreement if such default is not cured within thirty (30) days or, if the cure reasonably takes longer than thirty (30) days, within such longer period of time as may be required if the party alleged to be in default commences such cure within thirty (30) days and diligently prosecutes the same to its completion. If such cure is not effected within the period of time allowed therefor, the party alleging a default shall provide written notice to the Steering Body Convener/Moderator explaining in detail the basis for such allegation and requesting mediation. The Steering Body shall expeditiously undertake the mediation of such alleged default pursuant to procedures established by it for such purpose. In the event the Convener/Moderator of the Steering Body gives notice to the Parties that the Steering Body's mediation effort has not been successful and such alleged default is not otherwise resolved or settled within ten (10) days after the commencement of the Steering Body's consideration of such allegation, the party alleging such default may terminate this Agreement by providing notice specifying the effective date thereof, to the other party. The termination of this Agreement shall in no way relieve either party from any of the obligations it incurred under this Agreement prior to the effective date of termination nor limit the rights and remedies of either party hereunder in any manner.

XI. MUTUAL INDEMNIFICATION

Each party hereto shall indemnify and hold the other and such other party's officers, agents and employees, harmless from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to its sole negligence under, or breach of, this Agreement. In connection therewith, each such party shall assume the defense of the other party and such other party's officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such sole negligence or breach; shall pay all defense expenses, including reasonable attorney fees, expert fees and costs incurred in connection therewith; shall reimburse all costs reasonably incurred by such other party in defending itself and its officers, employees and agents against all such suits, claims, and actions prior

to the indemnitor's acceptance of defense responsibility with respect to such suits, claims and actions; and shall satisfy any judgment rendered in connection therewith or pay any sum required to settle such litigation or claims.

In the event the Parties are jointly liable to any claimant or litigant, each party shall bear responsibility for its own defense, including the payment of all attorneys' fees and costs associated therewith, and shall satisfy any judgment rendered against it in connection therewith or pay any sum required to settle such litigation or claims.

XII. LIMITATION ON LIABILITY

Neither of the Parties shall be liable under any circumstance to the other for any lost profits, lost savings, or any other consequential damage that may arise from such party's use of the GIS data set. The City shall bear no liability if the GIS data set does not meet any particular purpose for which the County may use the GIS data set, nor shall the City be liable under any circumstance for the installation of the GIS data set or for any results obtained from its use. Similarly, the County shall bear no liability if any GIS data provided by the County to the City hereunder does not meet the particular purpose for which the City may use the such GIS data, nor shall the County be liable under any circumstance for the installation of County GIS data into the City' GIS or for any results obtained from its use.

XIII. RELATIONSHIP OF THE PARTIES

A. Intent to Enter Into Mutually Benefiting Relationship

The Parties desire to enter into a mutually beneficial relationship. The Parties will cooperate in this joint effort to improve the shared data and, will regularly exchange updates of common interest to enhance the versatility and scope of both the CGDB and the County Property Theme.

B. Responsibility for Shared Databases

The Parties shall continue to be responsible for the management and maintenance of the shared data base described in Attachment 1, and will provide regular GIS updates to the other without cost.

C. Interagency Memorandum of Understanding Not Superseded

This Agreement shall not supersede the roles and responsibilities agreed to by both.

parties in the April 22, 1995 "Interagency Memorandum of Understanding [Regarding] Coordination of Parcel Layer Maintenance" between the King County Department of Assessments and the Seattle Engineering Department.

XIV. AMENDMENTS

This Agreement may be amended by written mutual consent of the Parties. All amendments must be in writing and signed by the appropriate representative of each of the Parties.

XV. MISCELLANEOUS

A. Captions

The titles of the articles, sections, and subsections of this Agreement are for convenience only, and do not define or limit the contents.

B. Cumulation of Remedies

All remedies available at law or in equity to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

C. Notices

Any notice or communication to be given by one party to the other under this Agreement must be in writing; and if given by certified mail, such notice or communication shall be deemed to have been given and received when a certified letter containing such notice or communication, properly addressed, with postage prepaid, is deposited in the United States mail, but if given otherwise than by certified mail, it shall be deemed to have been given when received by the party to whom it is addressed. Such notices or communications shall be delivered or sent to the following respective addresses or to such other addresses as the parties, from time to time, may specify in writing:

If to the City: GIS Manager
 Seattle Engineering Department
 The City of Seattle
 600 Fourth Avenue
 Seattle, WA 98104

If to the County: GIS Program Manager
821 Second Avenue, M.S. 170
Seattle, WA 98104

D. Force Majeure

The time period required for performance of the services required under to this Agreement, other than the due date for any payment for services rendered, shall be extended on a day-for-day basis for the duration of any delay caused by or resulting from prohibition or restriction by the State or Federal government; fire, flood, storm, or act of nature; power failure or major equipment breakdown; war, riot, or civil unrest; accident; labor dispute; or any other event beyond a party's reasonable control; Provided, that the party whose performance is affected by such condition shall promptly give notice to the other party of such event of force majeure and make a reasonable attempt to satisfy its obligations hereunder notwithstanding the event of force majeure. The existence of more than one force majeure event on any single day shall not be cause for the extension of the period of performance by more than one day.

E. Negotiated Agreement

The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

F. No Waiver

No action other than a notice by one party to the other specifically stating that such notice has the effect of a waiver, shall constitute a waiver of any particular breach or default of such other party. No such notice shall waive a party's failure to fully comply with any other term, condition, or provision of this Agreement, irrespective of any knowledge any officer, employee, or agent of the party giving such notice may have of any breach or default of, or noncompliance with, such other term, condition, or provision. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of compensation for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

G. Severability

If any provision of this Agreement is determined to be invalid or unenforceable,

the remaining provisions shall continue to be valid and enforceable.

H. No Assignments or Other Transfers

Neither this Agreement nor any of the rights granted by it may be assigned or transferred by the County without written approval from the City. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

I. Governing Law

This Agreement shall be governed by the laws of the State of Washington.

J. Taxes

The County shall be responsible for payment of all taxes, fees, assessments, or levies on the GIS data set provided by the City pursuant to this Agreement or arising out of or imposed by reason of the transactions contemplated by this Agreement.

K. Survival of Provisions Following Expiration or Termination of Agreement

Subsections VI.D, VII.C, VII.D, XI, and XII of this Agreement shall survive the expiration or earlier termination of this Agreement.

L. Jurisdiction & Venue

The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this Agreement shall be the King County Superior Court of Washington.

XVI. ENTIRE AGREEMENT AND SUPERSESSION OTHER AGREEMENTS

This Agreement consists of this twenty-four (24) page Interagency Agreement and the following Attachments and Exhibit, which by this reference, are incorporated herein, and constitutes the complete and exclusive agreement between the Parties regarding the specific subject matter hereof:

- Attachment 1: Chart of the City's Corporate GIS Layers
- Attachment 2: County "Geographically Referenced Data License Agreement"
- Attachment 3: Disclaimer for County GIS Data Set

Attachment 4: Disclaimer for City GIS Data Set

Exhibit 1: Map Showing Geographic Quarter-Sections ("Tile")
to be Developed in Task 4

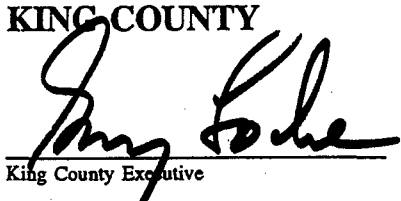
Except for the terms of the Memorandum of Understanding between the King County Department of Assessments and the Seattle Engineering Department dated April 22, 1995, which are deemed separate, the provisions of this Agreement supersede all prior and contemporaneous representations, correspondence, proposals, or agreements relating specifically to the subject matter hereof, whether oral or written, including, specifically, the November 1, 1995 "GIS Data Provision Service Agreement" between the Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by having its respective representative affix his/her signature in the space provided below.

KING COUNTY

THE CITY OF SEATTLE

By:


King County Executive

By:

Mayor

Nov 15, 1995

Date

Date

Approved as to form only:

Deputy Prosecuting Attorney

Attachment 1

The City of Seattle
CORPORATE GIS LAYERS

COVERAGE NAME	TYPE	DESCRIPTION
<u>Common Land Data Base</u>		
LEGAL	POLY	Contains legal divisions of property
CONTROL	ARC	Survey Control points and lines
MUNI	ARC	Delineates Seattle City Limits
PLS	POLY	Public Lands Survey System
<u>Parcels</u>		
	POLY	Tax/Ownership boundaries
<u>Street Network</u>		
	ARC	Street Centerlines & Address Ranges
<u>Topography / Orthophotography</u>		
CONTOUR	ARC	Two Foot Elevation Contours
BREAKLINES	ARC	Changes in Surface Behavior
ELEVATION	POINT	Spot Elevations & Mass Points
OBSCURED	ARC	Obscured Areas on the Ground
HYDRO	ARC	Water Features
ORTHOPHOTOS	IMAGE	Catalogue of Digital Ortho Photos
<u>Sewer/Drainage Data</u>		
MAINLINE SEWERS	ARC	Drainage/Wastewater Sewer Network
MAINLINE DRAINAGE	ARC	Drainage/Wastewater Drainage Network
<u>Building Outlines</u>		
	POLY	Structure Outlines and Elevations

King County Geographically Referenced Data License Agreement

1. Grant of License:

King County (hereinafter called "County") hereby grants and The City of Seattle (hereinafter called "City") hereby accepts a non-exclusive, non-transferable (except as otherwise provided herein), perpetual license to use certain geographically referenced digital data (hereinafter called "Data") as described in that certain agreement to Geographically Referenced Data and Schedule for Exchange dated as of the date hereof between the parties hereto, including all updates, additions and corrections to such data provided from time to time by the County.

The County owns or is a licensee of all copyrights on the Data in digital and hard copy formats. By virtue of this license, the City acquires only the right to use the Data for its own internal purpose and does not acquire any rights of ownership. The County, for itself and its licensors, if any, reserves all rights to publish, duplicate, distribute, license the Data worldwide.

2. License Terms:

The Data supplied under this Agreement is licensed to the City for its use only under the terms set forth herein.

3. Uses Permitted:

The City may:

- a. Use the Data on any computer system or network owned or leased by the City or provided for the exclusive use of the City by any third party.
- b. Make corrections and additions to the Data in possession and control of the City, provided all such corrections and additions are provided to the County.
- c. Make a reasonable number of archival or backup copies of the Data for emergency use, subject to Item 4.a. hereof.
- d. Translate the Data into other formats and/or media. These "reformats" shall be subject to the same restrictions as the Data under this Agreement.
- e. Make up to two (2) copies of a portion of the Data in hard copy format available to any individual requesting the Data, subject to Item 4.a. hereof; provided that the City shall take reasonable steps to ensure that such individuals comply with the restrictions set forth in Item 4. hereof.

f. Provide integrated GIS data, including Data licensed by the County, to any requesting public agencies under the terms of this Agreement and any additional terms agreed to by the County and the City, only upon notification and receipt of approval from the County. The County shall respond promptly to such notification and shall not unreasonably withhold approval.

4. Uses Not Permitted:

The City may not:

a. Remove or conceal any trademark, copyright or other proprietary right notice appearing in or on any portion of the Data.

b. Provide any portion of the Data in a network, service bureau, timesharing or any multiple CPU sharing arrangement not owned by the City without prior approval in writing from the County.

c. Grant sublicenses, leases, or any other rights in or of the Data, or engage in any other transaction that has the effect of transferring the right of use of all or a portion of the Data, unless those rights are specifically authorized in advance in writing by the County.

d. Transmit any portion of the Data over telecommunication links of any form or kind to any third party unless specifically authorized in advance in writing by the County.

e. Except as provided in Item 3., disclose, sell, distribute, make, or transfer any portion of the Data, unless: (1) the City permanently transfers all copies of the Data in its possession to a single recipient; (2) the recipient accepts all of the terms of this Agreement; and (3) the City receives the prior approval in writing from the County.

5. As-Is Condition:

The County delivers the Data in an AS IS condition. The Data is compiled from several sources of variable accuracy. While the County internally maintains a GIS data dictionary and quality assurance standards, the County makes no representations or warranties as to the correctness or completeness of such information.

THE COUNTY EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The County shall not in any case be liable for direct, special, incidental, consequential, indirect, or any other damages arising from the City use of the County's data, even if advised in advance of the possibility of such damages. This means that the County is not responsible for any such costs including, but not limited to, those incurred as a result of loss of revenue, or the loss of software, data, cost of any substitute data, claims by any third party or similar costs.

6. Miscellaneous:

a. Governing Law: The governing law shall be the laws of the State of Washington with venue in King County Superior Court.

b. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

c. Entire Agreement: This Agreement contains the entire agreement of the parties with respect to licensing of the data, and no other agreement, statement or promise made by any party, which is not contained herein, shall be binding or valid.

d. Authority: Persons whose signatures appear below represent that they are authorized to do so and warrant that this Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

The effective date of this Agreement shall be the _____ day of _____, 19____.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

The City of Seattle

By: *Doug Locke* By: _____

Title: *Executive* Title: _____

Date: *Nov 15, 1995* Date: _____

Disclaimer For King County GIS Data Set

The KCGIS data were developed from medium scale sources for internal use by King County agencies and are intended to be a general purpose digital reference tool. As such, these data sets are not an accepted legal instrument for describing, establishing, recording, or maintaining descriptions for property corners or boundaries. The County makes no representation or warranty with respect to the accuracy or currency of these data sets, especially in regard to labeling of surveyed dimensions, agreement with official sources such as records of survey, or mapped locations of features. Further information on geodetic control is available from the King County Department of Public Works Survey Branch. Independent verification of all data contained on this Data Set should be obtained by any user of the King County GIS Data Set.

THE COUNTY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OF THE DATA SET OR FITNESS FOR A PARTICULAR USE BY THE RECIPIENT, EXPRESS OR IMPLIED. THE DATA SET IS FURNISHED "AS IS" AND "WITH ALL FAULTS, ERRORS AND DEFECTS." The County shall not be liable under any circumstances for any lost profits, lost savings, or any other incidental or consequential damage which may arise from any use of the data set. The Recipient shall indemnify, hold harmless, and defend the County against any and all claims, causes of action, losses, damages, attorney fees, expenses (including any attorney fees incurred by the County) which may be sustained or asserted against the County arising from, or in any way connected to, the use by the Recipient, its officers, employees, agents, assigns, and successors of the Data Set provided by the County.

Attachment 4

Disclaimer For City GIS Data Set

This digital product was prepared for use by The City of Seattle for its internal purposes only, and was not designed or intended for general use by members of the public. Independent verification of all data contained on this product should be obtained by any user of the product.

The City of Seattle makes no representation or warranty as to the accuracy of this digital product, and in particular, its accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon. THE CITY OF SEATTLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THIS DIGITAL PRODUCT. Any user of this digital product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof.

= The City of Seattle disclaims, and shall not be held liable for, any and all damage, loss or liability, whether direct, indirect, or consequential, that arises or may arise from this product or the use thereof by any person or entity.

The user of this digital product hereby agrees to, and shall, indemnify, hold harmless, and defend The City of Seattle against any and all claims, causes of action, losses, damages, attorney fees, expenses (including any attorney fees incurred by the City) that may be sustained or asserted against the City arising from, or in any way connected to, its use by the user, and any of its officers, employees, agents, assigns, and successors.

RECEIPT ACKNOWLEDGED & DISCLAIMER ACCEPTED:

KING COUNTY

By:

Gary Locke
Signature

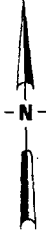
GARY LOCKE
Print or type name of signer

EXECUTIVE
Print or type title of signer

NOV 15, 1995
Date

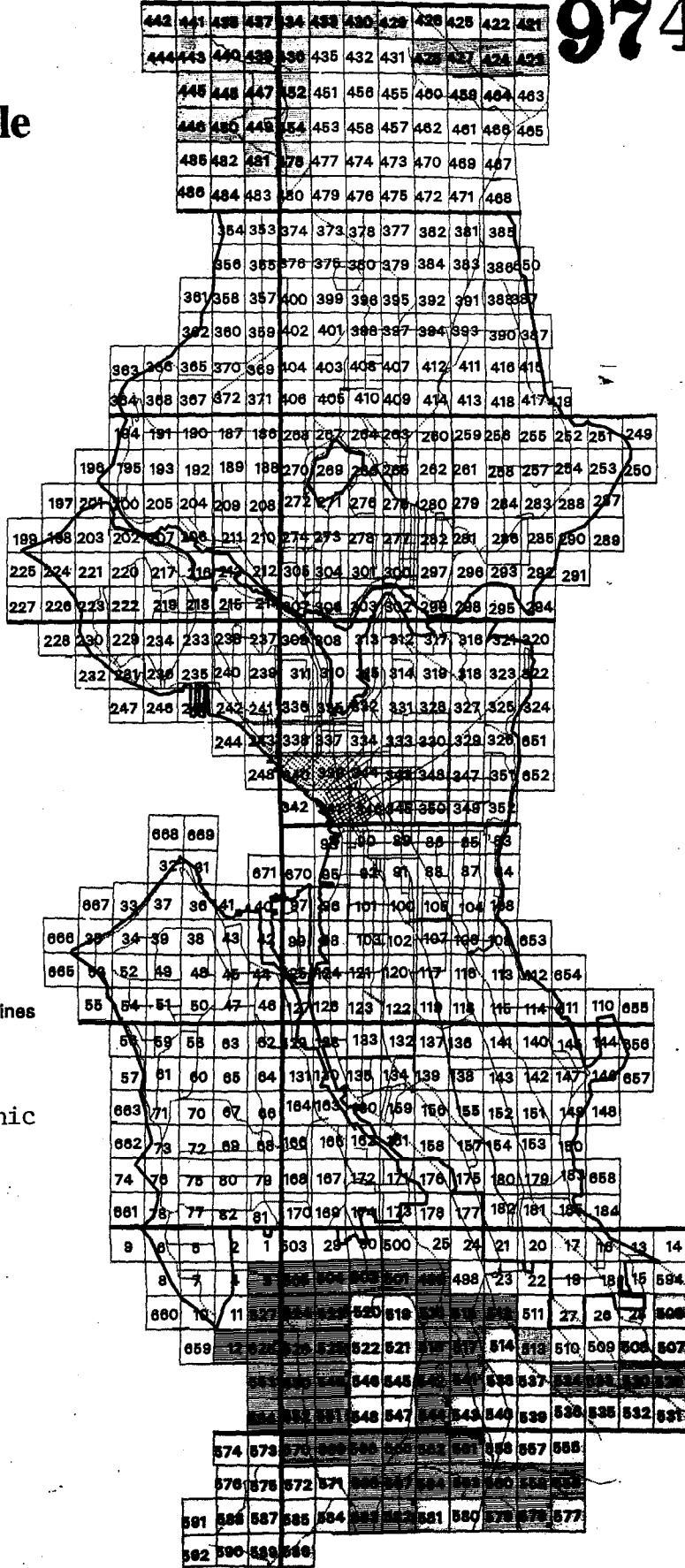
The City of Seattle

EXHIBIT 1
October 31, 1995



RANGE 3 RANGE 4

9741



TN26/NORTH

TN26/SOUTH

TN25/NORTH

TN25/SOUTH

TN24/NORTH

TN24/SOUTH

TN23/NORTH

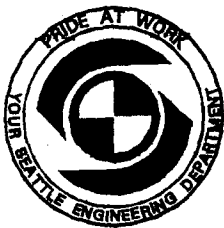
TN23/SOUTH

 Building Outlines

 Topo/Ortho

 Topo/Ortho and Building Outlines

[Each numbered square represents one geographic quarter-section]



Produced by Seattle Engineering Department
 Geographic Systems

FISCAL NOTE

Ordinance/Motion No.	
Title:	Geographic Information Systems Data Sharing
Affected Agency and/or Agencies	Department of Executive Administration
Note Prepared by:	Sheryl Whitney, DEA
Note Reviewed by:	Nathalie Kondylis/Craig Soper , OFM

Impact of the above legislation on the fiscal affairs of King County is estimated to be: **\$175,000**

Revenue to:

Fund Title	Fund Code	Revenue Source	1st Year	2nd Year	3rd Year
TOTAL	\$0				

Expenditures from:

Fund Information	Fund Code	Project Information	1st Year 1996	2nd Year 1997	3rd Year
Metro Fund #: 464	N/A	Project #: 432227			
Cost Center : 7200		Phase: 4			
Account #: 53105		Sub Project #: 203			
TOTAL			\$132,500	\$42,500	N/A

Expenditures by Categories

	1st Year	2nd Year	3rd Year
Salaries & Benefits			
Supplies and Services	\$132,500	\$42,500	
Capital Outlay			
Other			
TOTAL	\$132,500	\$42,500	N/A

h:gisfnote