

INTERAGENCY DATA-SHARING AGREEMENT

Between

Public Utility District No. 1 of Lewis County

and Lewis County, Washington

This Interagency Data Sharing Agreement (“DSA” or “Agreement”) is entered into by and between Public Utility District No. 1 of Lewis County, hereinafter referred to as “Lewis PUD”, and Lewis County, Washington, hereinafter referred to as “Lewis County”, pursuant to the authority granted by Chapter 39.34 RCW. Lewis PUD and Lewis County are also collectively referenced herein as “Parties” and individually as “Party.”

1. PURPOSE OF DSA. The purpose of this DSA is to provide the requirements and authorization for Lewis County and Lewis PUD to exchange Geographic Information System (GIS) mapping data with one another pursuant to RCW 39.34.

2. PERIOD OF AGREEMENT. This agreement shall begin on March 15, 2022 or date of execution, whichever is later, and end on March 15, 2024, unless terminated sooner as provided herein.

3. JUSTIFICATION FOR DATA SHARING. Both Parties have need for mapping data and information possessed by one another and will benefit from the sharing of data between the Parties. Sharing of data will support the effective administration of essential functions for both Parties.

4. DESCRIPTION OF DATA TO BE SHARED. The data to be shared includes GIS data, mapping information, and other information as desired and agreed upon by the Parties. For each request for information, the requesting party shall set forth a detailed, written description of the information being requested and submit the request to the Administrator identified for each Party in Paragraph 12 below. Specific data requested will be limited to information necessary for the performance of the governmental functions of each respective Party. To avoid the need for any security measures, only nonconfidential data shall be requested.

5. DATA TRANSMISSION. Transmission of data between Lewis PUD and Lewis County will occur via a secured method that is commensurate to the sensitivity of the data being transmitted. Once data is transferred and integrated, the shared data shall become the property of the receiving party. Data transmission shall occur upon the request of either entity. This Agreement authorizes and sets forth the terms of transfer of GIS and mapping data and information between the parties but does not compel the transfer of any data between the parties. Nothing in this Agreement requires either Party to provide any data it does not wish to provide, it being the intent of the Parties for this agreement to operate by mutual agreement.

6. INTENDED USE OF DATA. Both entities will utilize the data for mapping and information purposes and for operations related to performance of their lawful governmental functions and duties as set forth by statute or otherwise.

7. NO REPRESENTATIONS OR WARRANTY. Either Party will not make any representation or warranty of any kind whatsoever, express or implied, to any group or any other person with respect to any of the data that is shared.

8. OVERSIGHT. Either Party shall have the right, at any time, to audit and review activities and methods in implementing this Agreement in order to assure compliance.

9. DATA SECURITY. Each Party shall take due care and reasonable precautions to protect the other entities' data from unauthorized physical and electronic access.

10. RECORDS MAINTENANCE. Each Party shall be responsible for its own maintenance of all data and other evidence relating to the Agreement and performance of the services described herein, including but not limited to GIS mapping data and information transferred between the parties, according to the respective Party's retention schedule obligations under Chapter 40.14 RCW.

11. RECORDS DISCLOSURE. The Parties recognize that much or all of the data contemplated to be shared in this agreement may be public under the Public Records Act, Chapter 42.56 RCW. Each entity will separately fulfill its independent obligations under the Public Records Act. In the event of a public disclosure request to one Party that encompasses data received from the other Party, the Party receiving the request will notify the other Party and provide a reasonable period of time in which the other Party may object to and/or seek judicial relief to prevent disclosure. If a Party fails to fulfill its obligations pursuant to this section or the Public Records Act and, due in whole or in part to such failure, a court of competent jurisdiction imposes a penalty upon the other Party for violation of the Public Records Act, the failing entity shall indemnify the other for that penalty, as well as for all costs and attorney fees incurred by the other entity in the litigation giving rise to such a penalty, to the extent of the failing entity's comparative fault. The obligations created by this section shall survive the termination of this Agreement.

12. TERMINATION. Either party may terminate this Agreement with 30 days written notice to the other Party's Agreement Administrator as set forth herein.

13. DISPUTE RESOLUTION. In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

14. GOVERNANCE. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law. Washington law, excluding Washington's choice of law rules, shall govern.

15. COST. There shall be no cost to either Party for data exchanged pursuant to this Agreement, it being the intent of the Parties that data be exchanged on a basis of mutual benefit. In the event that compensation is necessary, the Parties shall agree on the amount of compensation due to either Party prior to the transfer of data.

16. DEFENSE AND INDEMNITY. To the extent of each Party's comparative liability, each Party shall defend, indemnify, and hold harmless the other Party from and against all claims, suits, or actions arising from any act or omission of that Party undertaken in furtherance of or connected with this Agreement. "Party," as used in this paragraph, includes each Party and any officers, employees or agents

thereof. The indemnified Party may participate in any defense anticipated in this paragraph without waiving right to indemnity. The obligations created by this section shall survive the termination of this Agreement.

17. ADMINISTRATION. No separate entity is created in this agreement. For purposes of administration of this Agreement and for all notifications provided pursuant to this Agreement, the representative administrator for each Party shall be as follows:

LEWIS PUD: Name: Chris Roden
Email: chrisr@lcpud.org
Phone: 360-431-9651

LEWIS COUNTY: Name Erik Martin
Email: erik.martin@lewiscountywa.gov
Phone: 360-740-2697; -1120

Entered into this __ day of _____, 2022.

PUD NO. 1 OF LEWIS COUNTY

LEWIS COUNTY COMMISSIONERS

By: _____
Its: _____

By: _____
Its: _____