

MEMORANDUM OF UNDERSTANDING

**Geographic Information Systems**

A Cooperative Project between Public Agencies in Calaveras County

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 31<sup>st</sup> day of January, 2000 by and among the COUNTY OF CALAVERAS (“COUNTY”), a subdivision of the State of California, the CITY OF ANGELS CAMP (“CITY”), a city organized under the laws of the State of California, the CALAVERAS COUNCIL OF GOVERNMENTS (“COG”), a Joint Powers Agency formed pursuant to the California Government Code, and CALAVERAS COUNTY WATER DISTRICT (“CCWD”).

R E C I T A L S

WHEREAS, California Government Code Section 6502, et seq. authorizes public entities, including cities, counties, special districts, and joint powers agencies to enter into agreements for their mutual benefit; and

WHEREAS, COUNTY, CITY, COG, and CCWD have a compelling and mutual interest in developing and maintaining accurate and current electronically-retrievable geographic information about Calaveras County and Angels Camp; and

WHEREAS, COUNTY, CITY, COG and CCWD recognize that a county-wide Geographic Information System (GIS) will benefit the citizens of Calaveras County and Angels Camp by improving the efficiency and effectiveness of local government and enhancing the economic competitiveness of the region; and

WHEREAS, COUNTY, CITY, COG and CCWD recognize that no single governmental entity can afford to develop and maintain the entire GIS base mapping system on a county-wide basis; and

WHEREAS, COUNTY, CITY, COG and CCWD recognize that each of them maintains diverse information data bases and that combining the information systems will add significantly to the usefulness of a GIS; and

WHEREAS, COUNTY is creating a GIS for the unincorporated areas of Calaveras County; and

WHEREAS, COUNTY, CITY, COG and CCWD desire that Geographic information be available to the public and to each other at a reasonable cost; and

WHEREAS, COUNTY, CITY, COG and CCWD want to ensure cooperation and mutual support for successful and cost effective implementation of information systems developed by any of the other entities.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED by COUNTY, CITY, COG and CCWD as follows:

1. The foregoing recitals are true and correct, and incorporated herein.
2. An executive committee consisting of CITY'S Administrator, the County Chief Administrative Officer, the County Director of Technology Services, the County and CCWD GIS Coordinators, the General Manager of Calaveras County Water District, the Executive Director of Calaveras COG (or their designees) will be established to provide policy, coordination and direction for the development of the GIS. Each agency will be allowed one vote.
3. A Technical Advisory Committee (TAC) shall be formed to develop common standards for the GIS. Standards shall include, but will not be limited to: tracking the source of information on the GIS (metadata); establishing minimum levels of resolution and accuracy; establishing consistent naming of layers; establishing consistent data types; ensuring the data is mutually transferable and useable; determining how the data will be transferred and how often data will be updated. The TAC will be composed of one GIS user or Project Manager from each participating agency or department, the County and CCWD GIS Coordinators, and the County Director of Technology Services.
4. COUNTY, CITY, COG and CCWD agree each of them may use the data supplied by the others, in house, for any legitimate governmental use and purpose. The parties hereto further agree that each grants to the others a nonexclusive, nontransferable license for the sole purpose of carrying out legitimate governmental purposes. "Legitimate governmental purposes" include, but are not limited to: generating center-line street maps and tracking building permit activity. Legitimate governmental purposes shall not include selling, trading or otherwise transferring the data, data systems or other forms of information to any other person or entity for profit. However, if manipulation and/or processing of data is required to fulfill a request, an entity may charge the cost incurred for those services.
5. COUNTY, CITY, COG and CCWD further agree that no party hereto may give, sell, copy, transfer, or alter the data of any other party without the express prior written authorization of the affected party/parties.
6. COUNTY, CITY, COG and CCWD represent that the data and information supplied by each of them to the GIS data system is public record information available upon request and tender of any applicable retrieval and/or copying costs, in its original form, from each of the contributing parties. The specialized GIS software program and its integration of the data contributed by each party is proprietary. The purpose of this MOU is to create a computer software mapping and information retrieval

system for governmental and public agency use. The parties shall confer in good faith to protect and preserve their respective proprietary interests in the software program during the term of this MOU and after termination of this MOU.

7. (a) Any decisions or actions by the Executive Committee shall require the affirmative vote of representatives of at least three of the four entities executing this MOU.
- (b) No party hereto shall be subjected to any financial obligations hereunder other than the use of staff personnel to assist in performing the activities described herein, unless agreed upon by a unanimous vote of the Executive Committee. In such matters each of the four parties executing this MOU shall be allowed one vote.
- (c) Any decisions or actions by the TAC shall require the affirmative vote of representatives of at least three of the four entities executing this MOU.
8. All parties will be given access to GIS data on the County's primary GIS server. This access can be via electronic connection and/or personal physical access.
9. The failure of any party to enforce against another a provision of this MOU shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this MOU.
10. All notices relative to this MOU shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: City Administrator  
CITY OF ANGELS  
City Hall  
P.O. Box 667  
Angels Camp, CA 95222

COUNTY: Director of Technology Services  
COUNTY OF CALAVERAS  
891 Mountain Ranch Road  
San Andreas, CA 95249

COG: Executive Director  
CALAVERAS COUNCIL OF GOVERNMENTS  
P.O. Box 280  
San Andreas, CA 95249

CCWD: General Manager  
CALAVERAS COUNTY WATER DISTRICT  
P.O. Box 846  
San Andreas, CA 95249

11. This MOU sets forth the entire Agreement among the parties and supersedes all other oral or written representations. This MOU may be modified only in writing, approved by the City Council, County Board of Supervisors, Calaveras County Water District, Board of Directors, and the Calaveras Council of Governments.

12. This MOU calls for the performance of the service of COUNTY, CITY, CCWD and/or COG as independent contractors. No party is an agent or employee of any other party for any purpose and is not entitled to any of the benefits provided by any party to its employees. This MOU shall not be construed as forming a partnership or any other association or agency among COUNTY, CITY, CCWD and COG other than that of independent contractors.

Each party shall be financially responsible for all damages and losses caused by the negligent or willful misconduct of that party, its officers, and employees.

13. No party shall be liable to any other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising solely from any act or omission of the other party's officers, agents, or employees. Further, no party is liable to any other party for loss or inaccuracy of GIS data. Each party is encouraged to have current backup storage of all compiled GIS data and other relevant information. Further, no party is liable to any other party for any damage to information or equipment which results from the transfer of data from one medium to another.

14. A party against whom any claim arising from any subject matter of this MOU is filed shall give prompt written notice of the filing of the claim to all other parties.

15. This MOU is effective upon execution by all of the four parties. It is the product of negotiation and, therefore, shall not be construed against any party.

16. The Executive Committee will establish policy and procedures to incorporate additional members into this MOU. Said policy may be added to this MOU as an addendum.

17. Any party to this Memorandum of Understanding may terminate its participation in the activities herein described upon sixty (60) days' written notification to the other



**“COG”**

APPROVED AS TO CONTENT

APPROVED AS TO FORM

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
George Dondero II  
Executive Director  
Calaveras Council of Governments

Counsel for  
Calaveras Council of Governments

**“CCWD”**

APPROVED AS TO CONTENT

APPROVED AS TO FORM

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Simon Granville  
General Manager  
Calaveras County Water District

Counsel for  
Calaveras County Water District