

MEMORANDUM OF UNDERSTANDING

Among

The COUNTY OF CANYON, a political subdivision of the State of Idaho, local governments, and other public entities that share membership in the SPATIAL DATA COOPERATIVE (SDC) OF CANYON COUNTY

Hereinafter collectively referred to as, the "Parties."

For the

PRODUCTION, DISTRIBUTION, AND SHARING OF BASE MAP AND OTHER GEOSPATIAL DATA

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the signatories hereto.

WHEREAS, the Parties recognize that advances in computer technology have made the use of digital, computerized mapping a highly valuable tool to support public and private sector programs and that Geographic Information Systems (GIS) are an increasingly important analytical tool to support economic development, track trends, and improve productivity: and

WHEREAS, the Parties have a compelling and mutual interest in developing and maintaining accurate and current electronically-retrievable geographic information about Canyon County: and

WHEREAS, the Parties wish to maintain and support channels of cooperation and communication that permit the exchange of County-wide GIS data as well as intellectual knowledge: and

WHEREAS, the cooperating signatories recognize the benefits of this cooperative effort, support the policies set forth herein, and would like to participate in the continued development and sharing of the base map and associated GIS technology:

NOW THEREFORE, the Parties agree to the following:

#12-002

I.

DEFINITIONS

- A. **Base Map.** The digital cadastral land base and associated data owned and maintained by Canyon County Cooperators with features that include, but are not limited to, parcel polygons, water feature lines, city limits, and street centerlines.
- B. **Base Map Updates.** Changes to the Base Map due to information recorded with the County and other modifications provided by cooperators which may be made in the Base Map from time to time and which are made available between Cooperators on a regular basis.
- C. **Cooperator.** A governmental entity, public utility, firm, or corporation which signs this agreement and shares compatible data within the County.
- D. **Spatial Data Cooperative (SDE) of Canyon County.** A technical group, open to all persons interested in the base Map and GIS, that works to further GIS knowledge and data interoperability.

II.

DUTIES OF THE COUNTY

- A. **County Contact.** The County agrees to name a primary contact for implementation of this Agreement, and to notify Cooperators within 14 calendar days of any change. This contact shall be the Canyon County Assessor's Office Land Records Supervisor.

III.

RIGHTS, PRIVILEGES, AND DUTIES OF COOPERATORS

- A. **Spatial Data Cooperative.** Cooperators will have the opportunity to participate regularly in Spatial Data Cooperative meetings.
- B. **Cooperation.** Cooperators agree to work towards furthering GIS data in Canyon County as a whole and work towards a centralized location for data sharing, metadata and storage.
- C. **Base Map Distribution.** The cooperator agrees to share data between Parties via File Transfer Protocol (FTP), or another form of media mutually acceptable to the Parties.
- D. **Maintenance Methods.** Maintenance methods shall be determined by the Parties. Parties shall make every reasonable effort to maintain the accuracy and quality of Canyon County GIS data using maintenance procedures that, as closely as possible, preserve the original coordinate geometry characteristics, data structure, and map projection.
- E. **Base Map Use.** Cooperators may use the Base Map in paper or digital form for any legitimate governmental use and purpose. 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.

- F. **Parcel Corrections.** Cooperators agree, within a reasonable time of discovery to inform the County of any errors discovered in the Parcel layer.
- G. **Cooperator Contact.** Each Cooperator shall name a primary contact with the County for implementation of this MOU.
- H. **Data Development.** Cooperators agree to work cooperatively with the County in providing and sharing data compatible to the Base Map, which enhances its value and supports its maintenance.

IV.

GENERAL PROVISIONS

- A. **Term.** This Agreement is executed upon the signatures of the County and Cooperators. Additional Cooperators can be added by signing at any time during MOU existence.
- B. **Non-appropriation.** The Parties understand that, because of the limits of the Idaho Constitution, should the County or other public entity under similar constraints decide not to appropriate funds to continue it's Base Map effort, there can be no obligation for the County or other such public entity to continue to participate in the Base Map or this MOU.
- C. **Indemnification.** Only to the extent permitted by the Idaho Constitution and Idaho law shall each party hold any other party, its officers, agents, and employees harmless from and against any and all claims of liability arising out of any inaccuracies or errors in any mapping layers use by Cooperator or claims arising out of Cooperator's use of said mapping layers. 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.
- D. **Termination.** Any party to the MOU may terminate its participation in the activities herein described upon sixty (60) days written notification to the other parties, except that no such notice shall be required in case of non-appropriation of funds as referred to in Section IV.B
- E. **Other Agreements.** This Agreement embodies the whole agreement of the parties. No prior or contemporaneous agreement between the Cooperators, or any third party, shall be incorporated into this Agreement, including any agreement between Cooperator and another Base Map data provider, past or future.
- F. **Changes.** This MOU may be modified by written consent of all parties.
- G. **Resolution of Disputes.** Any disputes pursuant to this MOU, which cannot be resolved by negotiation between the parties, shall be decided under Idaho law with venue in the Fourth Judicial District, Canyon County, Idaho. In the event of such litigation, the prevailing party shall be entitled to reasonable attorney fees.
- H. **Savings Clause.** In the event that, for any reason, any provision of this MOU is found to be unenforceable, the remaining provisions of this MOU shall continue in full force and effect.
- I. **Authority.** The parties warrant that the signatories have the authority to bind their respective party whether the party be a public entity or private person, firm, or corporation.
- J. **List of Signatories.** A list of signatories to this MOU may be obtained at the Canyon County Assessor's Office.

PRINCIPLE COOPERATIVE AGENCIES and SIGNATURES

Canyon County Commissioners

By: David Ferdinand [Signature] Date: 1-13-12
Printed Name Signature

By: Steven J. Rule [Signature] Date: 1-13-12
Printed Name Signature

By: Kathryn Alder [Signature] Date: 1-13-12
Printed Name Signature

attest: Chris Geronzi, Clerk
Claudia Amarel, Deputy

City of Caldwell

By: Garret Nancolas [Signature] Date: 9.19.11
Printed Name Signature

City of Nampa

By: Tom Dale [Signature] Date: 10/12/11
Printed Name Signature

COMPASS

By: Matthew J. Stoll [Signature] Date: 1/3/12
Printed Name Signature