

**Memorandum of Agreement Between the  
County of San Benito, the San Benito County Water District, City of Hollister, City of San  
Juan Bautista, San Benito County Office of Education, Gavilan Joint Community College,  
LAFCO and the Council of Governments, for Spatial Data Sharing**

WHEREAS, the COUNTY OF SAN BENITO, SAN BENITO WATER DISTRICT, CITY OF HOLLISTER, CITY OF SAN JUAN BAUTISTA, SAN BENITO COUNTY OFFICE OF EDUCATION, GAVILAN JOINT COMMUNITY COLLEGE, LAFCO and COUNCIL OF GOVERNMENTS (herein referred to individually as "Party" and collectively as "Parties") agreed and initiated a GIS STEERING COMMITTEE made up of representatives of each agency herein referred to as ("Parties") in the development of a Countywide Geographic Information System (GIS), and

WHEREAS, the GIS STEERING COMMITTEE is tasked with setting policies for the use and delivery of a countywide Spatial Data Sharing, and

WHEREAS, the GIS STEERING COMMITTEE is developing a Strategic Plan to identify countywide GIS needs and address issues surrounding Spatial Data Sharing, to coordinate the use of Spatial Data for local planning, management, and public safety purposes, and to operate as a clearinghouse for the countywide Spatial Data.

WHEREAS, "Parties" have developed and currently use Spatial Data and other information technology in planning, management and public safety, and have regular and on-going needs to access each other's Spatial Data for planning, management, and public safety purposes; and

WHEREAS, there is significant overlap in the types and sources of Spatial Data which each Party needs and/or utilizes for planning, management, and public safety purposes;

WHEREAS, the acquisition of data from other agencies or another Party can be costly and time-consuming, and there are often administrative, organizational and technical barriers that have prevented data sharing amongst agencies;

WHEREAS, the sharing of data and the development and use of a Host Server to share Spatial Data will permit the Parties to accomplish the above-stated goals in a timely, efficient, and economical manner.

NOW, THEREFORE, the Parties agree to a cooperative process, as set forth in this Agreement, for the sharing of Spatial Data concerning the countywide information for San Benito County.

## **Section 1. Definitions.**

- A. "Data Dictionary" shall mean a written description of each field (or column or data entry) in a database including the field title or name, a narrative of the information that is included in the field, an identification of the field's type (such as alpha, numeric, alphanumeric, yes/no, or other type), field length if any, and an identification and explanation of all codes to be used in the field.
- B. "Host Site" shall mean the agency that manages the Host Server.
- C. "Metadata" shall mean a written description of each data file, composed in such a way as to comply with the Federal Geographic Data Committee Metadata Standard, established through the Office of Management and Budget in its 1990 revision of Circular A-16, "Coordination of Surveying, Mapping and Related Spatial Data Activities". Information includes an abstract or brief description of the file's contents, a statement of the purpose for which the file was created, the date and format of the file, plans for updating the file, contacts for content and data distribution, and key words that can be used to search for similar information.
- D. "Host Server" shall mean the hardware and software that hosts the Spatial Data.
- E. "Spatial Data" shall mean any data having some relationship to a location or locations on the earth, including, but not limited to, parcels, geographic features, addresses, grids, tables, images, CAD drawings, zoning, and census data.
- F. "Basemap" shall include: tax parcels, street centerlines, street rights-of-way and lot lines, creeks, and city and county boundaries.
- G. "GIS Steering Committee" shall mean the decision-making body of this project and shall include all agencies that become a Party to this Agreement.
- H. "GIS Technical Committee" shall mean those representatives, chosen by each Party to this agreement, to participate in a technical group that will be responsible to recommend to the GIS Steering Committee technical issues as they relate to the Spatial Data.

## **Section 2. Continuation of GIS Steering Committee**

The GIS Steering Committee, established under the terms of the Memorandum of Understanding and signed by these same parties in 2006, shall continue in place for the term of this Memorandum of Agreement.

## **Section 3. Sharing and Registration of Existing and Future Spatial Data**

### **A. Host Site and Host Server.**

The County of San Benito shall develop a Host Server and act as the Host Site, on behalf of the Parties, for all existing and future Spatial Data provided by the Parties pursuant to this Agreement. All references to the Host Site in this Agreement shall mean the County of San Benito.

### **B. Sharing, Distribution and Update of Spatial Data.**

Each Party shall make available to the other Parties through the Host Site the following Spatial Data of the Party's respective jurisdiction:

1. basemap;
2. public trails;
4. ortho-photography (imagery);
6. general plan land use; and
7. other data as agreed upon by the GIS Technical Committee.

The use and distribution of such Spatial Data is subject to section D below.

Each Party shall make all updates of existing Spatial Data as they are developed or refined. Updates will be sent to the Host Site through a secure connection. It will be the GIS Steering Committee's responsibility to develop the standards and procedures for this process to be defined in the GIS Strategic Plan.

Each Party understands that the Host Server shall make the required Spatial Data available for distribution to the other Parties. As each Party develops or refines Spatial Data, the Party shall provide the Host Site the updated Spatial Data and Data Dictionary that includes the status of all of the Party's Spatial Data. It is the intent of the Host Site to maintain a current index of all Spatial Data provided to it.

Spatial Data shall be held in common registration to facilitate the transfer of information between the Parties. Spatial Data will be delivered in, or set to, California State Plane Coordinates Zone IV, NAD83 Datum, in US-foot units.

#### C. Transaction Costs and Fees.

The Parties shall not pay any fees for the acquisition or use of the Spatial Data, other than costs associated with the copying of data.

#### D. Restrictions on Use.

Each Party is the rightful owner of its Spatial Data. For intents and purposes of this agreement the County of San Benito is the sole owner of the base map and zoning layers. The San Benito County Water District is the sole owner of the San Benito County Water District layers and the City of Hollister is the sole owner of its water utility layers. Those Parties involved with the 2003 AMBAG Orthophotography Project are the sole owners of the sources used for the development of the basemap. Any new data and its owner to be added to the system will be subject to the same terms. This Agreement does not constitute the transfer or sale of any title or interest in each Party's Spatial Data. No Party shall modify any Spatial Data other than its own. No Party shall use the Spatial Data obtained pursuant to this Agreement other than solely for its own purpose. No Party shall provide to any third party any Spatial Data of other Parties to this Agreement, unless that Party has received prior written authorization (signed data license agreement) from the Party that owns the Spatial Data.

No provision of this Agreement is intended to limit the application of licenses, proprietary ownership cost sharing agreements, the Public Records Act, the Freedom of Information Act, or any other applicable law.

#### E. Warranties.

Each Party shall accept Spatial Data from all other Parties in an "as is" format. The

Parties acknowledge that the Spatial Data is complex and time sensitive and that it may contain non-conformities, defects, errors, or omissions.

The Parties make no warranty whatsoever, whether expressed or implied, as to the accuracy, completeness, value, quality, legality, validity, title, merchantability, suitability, condition, or fitness for a particular purpose of the Spatial Data or any programming used to obtain or store the data, nor as to whether the Spatial Data is error-free, up-to-date, complete, based upon accurate or meaningful facts, free from computer viruses, or that non-conformities, defects, errors or omissions will be detected or corrected.

A disclaimer shall be included on the Host Site and shall include attributions pursuant to Attachment A.

#### F. Waiver of Liability.

1. General. Each Party to this Agreement hereby waives any right of action for damages or reimbursement whatsoever against every other Party to this Agreement for any damage or loss that may result from activities under this MOU. No Party shall be liable to any other Party for damage to information or equipment which results from the transfer of data from one medium to another or by the inadequacy of any Spatial Data or any other deficiency of the systems, by any delay or failure to provide any service, or by any other deficiency of the data or systems, or by any other interruption, disruption or loss of user operations, or for any other injury or damage caused as a result of this Agreement.

2. Host Site. The Host Site shall not be liable for any actions or omissions, including, but not limited to, the storage of data on the Host Server, the collection of data, the use of the data, access to data, security measures for any Party's information systems, downtime or any other impact on any Party's system, or data corruption or revision.

#### G. Attribution.

Any authorized use of information derived or generated from Spatial Data provided pursuant to this Agreement in any work product shall acknowledge the appropriate Party to this Agreement, or any amendment, as the source and shall include any qualification deemed appropriate given the specific data quality and application of the derived information and the disclaimer, as specified in Attachment A.

#### H. Data Transfer Format.

The Spatial Data shall be prepared in a format acceptable to the GIS STEERING COMMITTEE. The format shall be ESRI personal or SDE geodatabase.

#### I. Third Party Contracts

A contract between any Party to this agreement and a third party providing for use of the Spatial Data shall provide written indemnification of all Parties to this Agreement from any and all liability, losses, or damages and claims, including costs, expenses and attorney's fees, incurred in connection therewith, to pay to defend, settle or satisfy a judgment on a claim on account of the death or injury of any person and/or damage to any property arising out of this Agreement, including but not limited to, the third party's use of the Spatial Data.

#### **Section 4. Documentation: Metadata and Data Dictionaries**

Each Party shall make available to the other Parties the Metadata and Data Dictionaries necessary for the effective use of the shared Spatial Data. The County will host the metadata and other supporting documentation for the Spatial Data.

All Parties shall coordinate through the GIS STEERING COMMITTEE to develop and maintain the minimum standards for acceptable Metadata and supporting documentation. Metadata will be based on the standard adopted by the Federal Geographic Data Committee and made available through the California Resources Agency's California Environmental Resources Evaluation System ("CERES") Metadata Management Tool at <http://ceres.ca.gov>. All Parties agree to abide by these standards in the development of Spatial Data to the extent possible.

#### **Section 5. GIS Technical Committee**

A. It is in the interest of each Party to designate one technical level staff member and an alternate to serve on the GIS Technical Committee. The GIS Technical Committee shall meet on at least a quarterly basis with the consultant to accomplish the following:

1. apply and adjust as necessary existing standards for documentation, data formats, geographic accuracy, updating and database design;
2. facilitate the transfer of Spatial Data among the Parties;
3. inform the Parties of new data development activities on the part of any Party;
4. coordinate training opportunities; and
5. set priorities for, and design, future data collection and development activities.

#### **Section 6. Spatial Data Development**

The Parties may jointly develop new Spatial Data. Development of new Spatial Data shall be determined through a cooperative process, such as a workshop, conference, or any other similar forum that invites the input of interested third parties.

No Party shall be required to participate in the development of any Spatial Data.

#### **Section 7. Host Site Maintenance and Access.**

The Host Site shall manage, control and have final authority over the Host Server. On an annual basis, or more frequently if the Host Site chooses, the Host Site may evaluate the cost associated with managing the Host Server to develop a cost-sharing plan with the Parties if necessary. The Parties will share the cost of the sharing, distribution, and update of the spatial data. The Host Site's desire and ability to continue to maintain services to manage the Host Server will be dependent on funding for the system, and/or any other consideration it deems relevant. The Host Site shall have the right for any reason, including but not limited to costs, to temporarily suspend, limit, or permanently stop hosting, providing, maintaining, repairing, replacing any necessary component of the Host Server, or allowing access to the Host Server provided that, except in the case of an emergency, the Host Site shall provide the other Parties sixty (60) days prior notice in writing.

Only Parties may access the Host Server. No Party shall alter, defeat or circumvent security features associated with the Host Server or other Parties' sites.

#### **Section 8. Distribution of Cost**

In order to establish and maintain a sustainable long term countywide GIS Program, the Parties herein agree to share cost. The distribution of costs will be based on a proposed GIS Budget to be reviewed and approved by the GIS Steering Committee in April of each year. Agreement among Parties will include a formula based on the shared costs of the GIS budget less any funding from County for the GIS program for the fiscal year beginning July 1, and ending June 30.

Shared costs will be determined and agreed upon by the GIS Steering Committee subject to approval of the Parties. Attachment B includes the formula to be used for the GIS Budget for FY07/08. The formula is subject to approval of the Parties and could be changed when new agencies are added as members to this committee, subject to approval of the Parties.

Any new member agency may become a Party to the Agreement and added as a member of the Committee, subject to approval by the GIS Steering Committee. The initial membership cost shall be determined by the GIS Steering Committee at the time of approval and shall not be less than \$3,000 for membership to this committee.

### **Section 9. Terms of Agreement**

A. Terms. The term of this agreement shall be for one year, starting on July 1, 2007, and ending on June 30, 2008; provided, however, that this Agreement shall be automatically renewed for successive one year terms unless the Parties by mutual agreement terminate this Agreement. Any Party may withdraw from this Agreement by providing the other Parties with at least sixty (60) days written notice of its intent to withdraw.

B. Other Public Entities. In light of their common interests in sharing Spatial Data for planning, management, and public safety, another public entity may become a Party to this Agreement with approval of the parties to this agreement and additionally (i) passing a resolution of its governing body by which it agrees to all the terms of this Agreement, (ii) executing the Signature Page for Additional Parties, attached hereto, and (iii) providing notice of these actions to the Parties pursuant to subsection C below. Upon satisfaction of these three conditions, the public entity shall become a Party effective sixty (60) days after giving notice, unless the Parties and the public entity applying to be a Party agree in writing to a shorter waiting period.

C. Notice. Any notice required or provided for under this Agreement shall be given in writing and sent by regular mail to the following Parties and the addresses included in this signature page and Signature Page for Additional Parties.

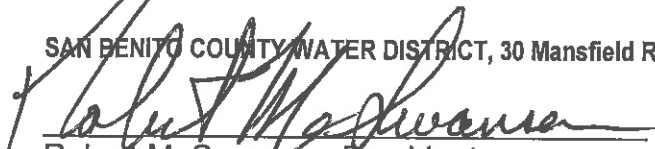
D. This Agreement may be amended only by a writing signed by all of the Parties hereto.

E. The GIS STEERING COMMITTEE shall strive to operate by consensus on all matters delegated by this agreement. In the event that the GIS STEERING COMMITTEE or GIS Technical Group is unable to reach consensus on a particular matter within its purview, the GIS STEERING COMMITTEE may take action if a majority of the parties agree.

F. This Agreement contains the entire agreement between the Parties.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

SAN BENITO COUNTY WATER DISTRICT, 30 Mansfield Road, P.O. Box 899, Hollister, CA. 95023

  
Robert M. Swanson, President


Aug 29, 2007  
Date

CITY OF SAN JUAN BAUTISTA, P.O. Box 1420, San Juan Bautista, CA. 95045

  
Priscilla Hill, Mayor

9-12-07  
Date

CITY OF HOLLISTER, 375 Fifth Street, Hollister, CA. 95023

  
Brad Pike, Sr., Mayor

8/20/07  
Date

SAN BENITO COUNTY OFFICE OF EDUCATION, 460 Fifth Street, Hollister, CA. 95023

  
Tim Foley, Superintendent


\_\_\_\_\_  
Date

GAVILAN JOINT COMMUNITY COLLEGE, 5055 Santa Teresa Blvd., Gilroy, CA. 95020

  
Steve Kinsella, Superintendent

9/7/07  
Date

LOCAL AGENCY FORMATION COMMISSION, 3224 Southside Road, Hollister, CA. 95023

  
~~Art Henriques, Interim Executive Officer~~  
Jose Alvarez, Chair

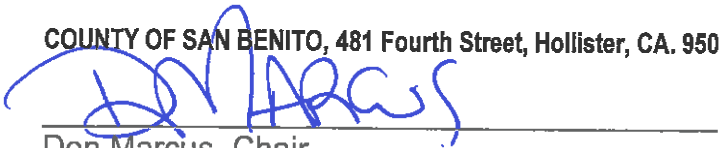
9/13/07  
Date

COUNCIL OF GOVERNMENTS. 3216 Southside Road, Hollister, CA. 95023

  
George Dias, Chair

9-20-07  
Date

COUNTY OF SAN BENITO, 481 Fourth Street, Hollister, CA. 95023

  
Don Marcus, Chair

9-25-07  
Date

Attachment A  
SPATIAL DATA DISCLAIMER

Spatial Data is complex and time sensitive and may contain non-conformities, defects, errors, or omissions of the County of San Benito, the San Benito County Water District, City of Hollister, City of San Juan Bautista, San Benito County Office of Education, Gavilan Joint Community College, LAFCO and the Council of Governments, and future parties to the Memorandum of Agreement for Geographical Information System Data Sharing ("Parties") make no warranty whatsoever, whether expressed or implied, as to the accuracy, completeness, value, quality, legality, validity, title, merchantability, suitability, condition, or fitness for a particular purpose of the Spatial Data or any programming used to obtain or store the data, nor as to whether the Spatial Data is error-free, up-to-date, complete, based upon accurate or meaningful facts, free from computer viruses, or that non-conformities, defects, errors or omissions shall be detected or corrected. The Spatial Data is provided "as is", and in no event shall the Parties be held liable for damages resulting from the use of the data, damage to information or equipment which results from the transfer of data from one medium to another, the inadequacy of any Spatial Data or any other deficiency of the systems, any delay or failure to provide any service, any other deficiency of the data or systems, or any other interruption, disruption or loss of user operations.



GIS Budget 2007/2008

UNIT	AMOUNT	EXPENDITURES	NARRATIVE	DETAIL - SHARE COST OF GIS BUDGET		
				GIS COSTS	SHARE	COUNTY
<b>SALARIES</b>						
6101	\$ 57,741.00	SALARIES	Salaries			
6102		TEMPORARY SALARIES	Temporary part time help			
6103		OVERTIME WAGES	Anticipated overtime			
6125	\$ 4,417.00	OASDI/MEDICARE	Taxes	TOTAL BUDGET	\$ 189,787.00	
6127	\$ 11,231.00	GROUP INSURANCE	Insurance	SALARIES	\$ 89,787.00	
6128		UNEMPLOYMENT	Anticipated unemployment	COUNTY SHARE	\$ (71,830.00)	80%
6129	\$ 5,382.00	WORKERS COMP	Worker Comp	SHARED COST	\$ 17,957.00	20%
6131	\$ 11,016.00	PERS	Retirement	<b>SHARED COST FOR 07/08</b>		
	\$ 89,787.00			SALARIES	\$ 17,957.00	
<b>SERVICES/SUPPLIES</b>				SERVICES/SUPPLIES	\$ 85,000.00	
6207	\$ 2,000.00	COMPUTER	Computer Maintenance/Licenses	EQUIPMENT	\$ 15,000.00	
6235	\$ 58,000.00	PROFESSIONAL SERVICES	LYNX Technologies	TOTAL COST	\$ 117,957.00	
6236	\$ 25,000.00	SPECIAL DEPARTMENT EXP.	DATA Development	LESS GRANT	\$ (40,500.00)	HOMELAND SEC.
	\$ 85,000.00			BASE	\$ 77,457.00	
<b>FIXED ASSETS</b>				COUNTY	\$ (38,728.00)	50%
6503	\$ 15,000.00	FURNITURE & EQUIPMENT	Arc/SDE/ ArcGis Server - \$10,000	SBC WATER	\$ (19,364.00)	25%
	\$ 15,000.00		MS SQL Server 2005 - \$5,000	HOLLISTER	\$ (7,745.00)	10%
<b>TOTAL</b>	\$ 189,787.00			EALANCE	\$ 11,620.00	
				<b>BALANCE DISTRIBUTED</b>		
				SAN JUAN	\$ (2,324.00)	
				COG	\$ (2,324.00)	
				OFFICE OF ED	\$ (2,324.00)	
				GAVILAN	\$ (2,324.00)	
				LAFCO	\$ (2,324.00)	
				\$	\$ (11,620.00)	