


# ADAIR COUNTY COMMISSION MINUTES

## TUESDAY, JULY 19, 2016

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### IN REF. ORDER NO 9 Memorandum of Agreement for Assembling and Compiling Geographic Information System (GIS) Data for the State of Missouri



**RECEIVED**  
JUL 19 2016  
Richard Kleithermas  
ADAIR COUNTY CLERK

Jeremiah W. (Jay) Nixon  
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Commissioner

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AOC00000000  
Agreement Period 6/1/2016 through 6/1/2017

**Memorandum of Agreement for Assembling and Compiling  
Geographic Information System (GIS) Data for the State of Missouri**

**I. Purpose**  
This Memorandum of Agreement ("MOA") is between the Missouri Chief Information Officer ("CIO-MO"), acting on behalf of State of Missouri, and ADAIR COUNTY signing the agreement below. This MOA defines and establishes the procedures for developing a standardized geospatial datasets for the state. This agreement is effective as of the date on which this agreement has been executed by both CIO-MO and the participating organization signing the agreement below.

WHEREAS, the Director-GIS (DGIS) of Missouri was created to advise the Chief Information Officer and other State Agencies regarding issues pertaining to sharing and coordinating geographic information; and

WHEREAS, one of the primary missions of DGIS is to develop and foster regional and local data partnerships such as the one presented herein; and

WHEREAS, such statewide data sets would also greatly benefit other state planning efforts in the areas of transportation, community development, economic development and the environment; and

WHEREAS, the information technology infrastructure required to house a standardized statewide geospatial dataset is installed and running;

NOW THEREFORE, it is agreed to define and establish statewide data sets, their ownership and the conditions under which they may be used, as follows:

**II. Definitions**  
Participating Organizations – Participating organizations are local governments or private sector companies or groups across the State of Missouri who choose to provide geographic data under

the terms of this agreement. A list of the Participating Organizations at the time this contract is executed is provided in Attachment B.

**III. Director-GIS-MO Responsibilities**  
DGIS staff, under the direction of the Chief Information Officer of the State of Missouri, will:

1. Collect geospatial dataset layers from Participating Organizations, where the data is available. The initial target set of layers is shown in Attachment A.
2. Acknowledge that pursuant to this Agreement it obtains only the right to use the data and that no right, title, or interest, in or to any copyrights, trademarks, or other proprietary rights relating to the data that is transferred or licensed from the Participating Organizations to CIO-MO.
3. Educate users on the availability and restrictions associated with this dataset.
4. Act as data custodian, and, when necessary, through coordination with Chief Information Officer, Missouri GIS Advisory Committee, hire outside assistance for database and IT support.
5. Recommend to Missouri GIS Advisory Committee when it might benefit the State, its residents and/or member local governments to expand the data available. Such an expansion would take place only with the concurrence of the MGSAC as well as the Participating Organizations as specified in Section V below.
6. Deliver quarterly reports at the MGSAC meetings on the status and use of the statewide data sets.

**IV. Participant Responsibilities**

1. Provide CIO-MO properly documented (to Federal Geographic Data Committee (FGDC) metadata standards) layers identified and marked with a check in Attachment A
2. Designate a point of contact to assist data delivery from the Participating Organization to CIO-MO. (See Attachment A.)
3. Provide updates to datasets provided to CIO-MO on a mutually agreed upon schedule (quarterly, semiannual, annual).

**V. Use and Distribution of Data Provided**  
Each Participating Organization agrees to allow:

1. CIO-MO to use the organization's non-public contributions to the statewide data sets for efforts associated with the State's law enforcement, disaster, and emergency response missions; all data noted as public can be used for other State purposes.
2. CIO-MO to provide its contractors temporary access to portions of the statewide data sets, so long as the contractors sign an agreement that the data is to be used only to satisfy their contract with CIO-MO, that they will itemized the cost savings from the utilization of the data, and that they will destroy the data once the contract is completed or terminated.
3. CIO-MO to provide data from the statewide data sets to State and Federal emergency management agencies during natural and man-made disaster events.

CIO-MO agrees:

1. To not license or distribute the statewide data sets to any organization or persons other than as explicitly provided above.

2. Notify the originating Participating Organization of any requests for their data from the statewide data sets and attempt to refer such requests to the Participating Organization.
3. To make exceptions to the above only if authorized in writing to do so by the originating Participating Organization.
4. To abide by the Missouri Sunshine Law as it pertains to the dissemination of GIS data.

**VI. Additions to the Missouri Geospatial Datasets**  
Each Participating Organization:

1. Understands that the data listed in Appendix A is an initial dataset, and that the statewide data sets may expand through time to include additional data layers.
2. Agrees that any future additions to the statewide data sets will be determined by the Geographic Information Officer, MGSAC, or the Participating Organizations, and will be executed through addendums to Attachment A of this agreement.
3. Agrees that datasets so added to this Agreement fall under the same contractual obligations as the initial data set described above.

CIO-MO agrees to:

1. Update and regenerate the catalog of layers contained within the statewide data sets with each addition to the dataset.
2. Manage the use of and access to the additions to the statewide data sets in exactly the same manner as the initial data set as described above.

**VII. Statement of No Liability**  
The statewide data sets are provided "as is" without warranty of any kind either expressed or implied. CIO-MO and the Participating Organizations do not warrant, guarantee, or make any representations regarding the use of or results from the use of the data in terms of correctness, accuracy, reliability, completeness, fitness for a particular purpose, or otherwise. CIO-MO and the Participating Organizations shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts or omissions of CIO-MO or the Participating Organizations, their personnel, or their sources of information whether negligent or otherwise. In no event shall CIO-MO or the Participating Organizations be liable for any special, indirect, punitive, or consequential damages with respect to this Agreement or the data provided hereunder.

**VIII. Period of Agreement, Revision, and Early Termination.**  
With respect to each Participating Organization, this Memorandum Of Agreement will remain in effect until terminated by CIO-MO or the Participating Organization by providing 30 days prior written notice.

Any party to this MOA may offer amendments to this MOA. All proposed amendments must be in writing and must be approved by both the Participating Organization and the Chief Information Officer before becoming a part of this MOA.

Any Participating Organization may terminate their participation in this MOA by giving CIO-MO thirty (30) days prior written notice. If a Participating Organization terminates their participation, CIO-MO agrees to cease use of the portion of the MERGIS provided by the

terminating organization, and to erase its data from the State Emergency Management Agency Server and any back-up or development servers at the Center for Geospatial Intelligence.

**IX. General**  
Neither party may assign or transfer this MOA without the prior written consent of the other party. This MOA may be amended only upon the parties' mutual written consent.

**X. Entire Agreement**  
This MOA cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

**XI. Counterparts**  
This MOA may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

**XII. Reimbursement for Geospatial Datasets provided to the state:**  
The Office of Geospatial Information (OGI) agrees to reimburse ADAIR COUNTY for geospatial datasets as described in this agreement and specified in Addendum A of this agreement in the amount of \$3,500.00.

**XIII. Legal Authority**  
WITNESS the following signature of the parties by their duly authorized representative:

The parties represent that they have the authority to enter into this Agreement. This Agreement shall apply to, and be binding upon, the parties hereto, their agents, employees, successors and assignees, all persons acting under, through, or for them, any matter affected by the terms of this Agreement.

This Agreement shall become effective immediately upon the execution by all parties, and shall terminate upon the mutual agreement of the parties.

PARTICIPATING ORGANIZATION:	CIO-MO:
Date: <u>6/13/2016</u>	Date: <u>6/16/16</u>
Name: <u>Donnie Waybill, County Assessor</u>	Name: <u>Teresa Schloss</u>
Title: <u>ADAIR COUNTY ASSESSOR</u>	Title: <u>Director GIS</u>
Agency/Group: <u>ADAIR COUNTY MO</u>	Agency/Group: <u>DA-ITSD, Office of Geospatial</u>
Signature: <u>Donnie Waybill</u>	Signature: <u>Teresa Schloss</u>

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ATTEST: Sandra Collop  
County Clerk

Thomas Fleckenstein  
Presiding Commissioner