

## MEMORANDUM OF UNDERSTANDING

This agreement between the Tompkins County Soil and Water Conservation District (hereinafter “the District”), a political subdivision of the State of New York with offices at 170 Bostwick Road, Ithaca, New York 14850, and the County of Tompkins (hereinafter “the County”), a municipal corporation with offices at 125 East Court Street, Ithaca, New York 14850

### WITNESSETH:

Whereas, the parties have determined that it would be in the best interest of the community for the District and the County to enter into a collaborative project to provide Internet-based Geographic Information System (GIS\*) services, and

Whereas, this Memorandum of Understanding (MOU) establishes conditions that the parties have agreed to and describes the background to this memorandum, and

Whereas, the County has deployed Internet-based GIS services, using ESRI’s ArcGIS server products, and Latitude Geographic’s Geocortex custom applications, and the hardware and software required to deliver the applications and services via the Internet, and

Whereas, the County and the District have collaborated successfully for over 10 years, and

Whereas, this inter-governmental collaborative project continues to provide a common platform to meet the GIS deployment goals of the County and the District, provides a cost effective and sustainable web-based information system, which is routinely used and integrated into internal staff operations and projects, and also provides other map services and data access specifically designed for the public.

NOW THEREFORE, in consideration of the mutual promises, conditions, covenants, and considerations set forth herein the parties hereto agree as follows:

1. The agreement period will be for one year beginning January 1, 2016, or upon the completed execution of the MOU, whichever is sooner. Except as otherwise provided herein, the term of this MOU shall be automatically renewed, for an additional one-year period commencing on January 1, 2017, and thereafter annually unless either party shall, by written notice provided to the other party at

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\* GIS: Geographic Information System: a technology for the use and management of location based (spatial) data.

\*\* A map service is an interface of the web application that shows specific data and has a particular set of parameters. The application can run many map services.

least 30 days prior to the expiration of the then-current term, indicate its intention not to renew this MOU, for any reason.

2. The County will host one or more map services\*\* created by the District on the County's server and software platform for web deployment of GIS. The County will also continue to administer the web deployment of GIS services to provide on-going service to the users of these services.
3. The District will continue to develop unique map services in cooperation with the County so that it works seamlessly with the County's platform. The District will be responsible for the creation and administration of these unique map service(s) and related data.
4. The County will continue to provide access to its computer network based on the existing configuration previously deployed and accepted by the Tompkins County ITS department and the District. Both parties agree to evaluate and respond to necessary enhancements such that performance and security are adequate and the application is delivered as an internet application to the District users.
5. In the interest of serving the community at large, the District and County project staff will collaborate to identify enhancements that will serve all users including the community at large and identify paths to improve performance as well as usability of the application throughout the MOU period. The District and County GIS staff will also jointly identify modifications that will improve system administration by both parties.
6. County and the District staff will provide to the project expertise in system deployment, application design, testing, and project management.
7. The County will coordinate modifications and enhancements to the existing custom applications such that the needs of both the County's and the District users' needs are served. Modifications provided by any potentially involved vendors during the term of this MOU will require written approval by both the District and the County.
8. Equipment and software upgrades may be needed by the County to host the web application(s) and maintain adequate performance levels. The District will contribute a fixed cost of \$500 on an annual basis.
9. The County and the District may jointly pursue additional funding for enhancements to the application and services, once they are mutually agreed to and further defined in writing with appropriate approval by each government.

10. Additional expenditures by the District, not included in this MOU can be made at the discretion of the District.
11. The County will contract for and manage the development of all modifications of the system.
12. County and the District staff will conduct tests of the usability and performance of the application and all modifications made to it.
13. The District agrees not to display or provide distribution of Tompkins County tax parcel ownership information on any map service developed for general public use. Tompkins County tax parcel ownership information may only be displayed and/or distributed by means of the Internet-based GIS services if password protection is provided as a feature of the map service.
14. The District and County will communicate and coordinate their efforts as required to succeed in this collaboration.
15. During the MOU period and any subsequent renewal period, the County and the District may evaluate the need for, effectiveness of, and, if necessary, ways to enhance continued collaboration between the parties. The parties may use the following guidelines to assist in evaluating the parties' continued collaboration:
  - A. The District and County will evaluate the cost and benefit of collaboration and particularly the degree to which users of the web application are served by the application;
  - B. The District and County staff will evaluate the effectiveness of working collaboratively. Particularly, they will evaluate the working relationships, work sharing, communication and other mechanisms of collaboration, to determine what was effective and ineffective and determine whether or not what was ineffective can be restructured to become effective for the remainder of the agreement period;
  - C. In the event that either the District or the County chooses to end the collaboration, then the parties will equally distribute all custom source code developed under previous contracts.
16. Either party could terminate this agreement upon thirty days' written notice to the other at which point each party will be obligated to settle whatever payment(s) are owed to the other up until that point within the terms of this memorandum of understanding. In the event that either the District or the County chooses to end the

collaboration, then the parties will equally distribute all custom source code mutually developed under previous contracts.

17. The GIS Administrator of Tompkins County shall serve as the County's Project Manager. The District Manager shall serve as the District's Project Manager.
18. All expenditures under the terms of this MOU shall be first agreed upon in writing by the Project Managers in accordance with the internal procedures of the parties. The County shall invoice The District for all mutually agreed upon expenditures which shall be payable within thirty days of receipt by The District in accordance with The District's procedures for such payments.
19. All legal notices or correspondence regarding this memorandum of understanding shall be deemed sufficient and properly given if in writing and delivered in person or by United States Mail to the following:
  - (a) To The District: Jonathan Negley, District Manager, 170 Bostwick Road, Ithaca, New York 14850.
  - (b) To the County: County Administrator, 125 East Court Street, Ithaca, New York 14850 and Director, Information Technology Services, Tompkins County, 128 E. Buffalo Street, Building C, Ithaca NY 14850.

TOMPKINS COUNTY SWCD: \_\_\_\_\_ Date: \_\_\_\_\_  
By Jonathan Negley, DISTRICT MANAGER

COUNTY OF TOMPKINS: \_\_\_\_\_ Date: \_\_\_\_\_

By Joe Mareane, TOMPKINS COUNTY ADMINISTRATOR