

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE February 8, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Memorandum of Agreement Between the City of Oakdale and Stanislaus County Public Works for Geographical Information Systems (GIS) Support

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Agreement between the City of Oakdale and Stanislaus County Public Works for Geographical Information Systems (GIS) Support.
2. Authorize the Director of Stanislaus County Public Works to execute the Memorandum of Agreement between the City of Oakdale and Stanislaus County Public Works for Geographical Information Systems (GIS) Support.
3. Authorize the Public Works Director to execute all future Memorandum of Agreements for GIS Support between Stanislaus County and other cities within Stanislaus County.

FISCAL IMPACT:

The total estimated amount cost to the City of Oakdale will not exceed \$14,000. These funds will be invoiced on a per hour basis solely for the purpose of reimbursing Stanislaus County for the actual cost of providing the City of Oakdale GIS support services. There will be no impact on the Public Works Road Fund or the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2011-094

On motion of Supervisor DeMartini, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-7-B-4

Approval of a Memorandum of Agreement Between the City of Oakdale and Stanislaus County Public Works for Geographical Information Systems (GIS) Support

DISCUSSION:

In March of 2010, the City of Oakdale began the process of transferring many of their infrastructure records, previously kept on various media, to a GIS format. During this implementation, the need for GIS support services in the areas of customer service, utility mapping, mapping production, and infrastructure mapping were identified. In discussions with County GIS staff it was determined that the County had the expertise to provide training and support for the City implementation. In June 2010, staff from each agency began meeting to work out the details of an agreement (Exhibit A). The City of Oakdale Council approved the MOA on December 20, 2010.

The MOA provides that the County will supply, on an as needed basis, training and support services in GIS desktop (ArcGIS), GIS data concepts, and geoprocessing and analysis. The County will be reimbursed for those services at the pre-determined hourly rate, with a not to exceed of \$14,000.

The project includes the following components: modify and edit data, build and maintain spatial relationships between features using topology rules and a process called validation, manage work order processing, raster to vector conversion, training on how to manage and maintain shape files, personal geodatabases, file geodatabases, and access data properties. The County's involvement with the City will ensure that data created will conform to County GIS standards, resulting in the possibility of consolidation of data, thereby increasing efficiencies.

Establishing GIS Central provided the groundwork to develop Stanislaus County's GIS into a dynamic tool for varied users, such as other cities within or beyond Stanislaus County. GIS Central has made GIS available on the County's intranet system for internal users and on the County website for external users. The GIS program provides a powerful management tool to many at minimal cost. Cities and agencies throughout Stanislaus County have shown considerable interest in collaborating with GIS Central to develop applications, train staff, and fulfill other GIS needs. For these reasons, staff recommends that the Board of Supervisors authorize the Director of Stanislaus County Public Works to execute all future GIS memorandums of agreement (MOA) between other agencies or cities.

POLICY ISSUES:

This action supports the Board's priorities of Effective Partnerships, the Efficient Delivery of Public Services and a Well Planned Infrastructure System by supporting efforts to improve the City of Oakdale Geographical Information Systems (GIS) within Stanislaus County.

Approval of a Memorandum of Agreement Between the City of Oakdale and Stanislaus County
Public Works for Geographical Information Systems (GIS) Support

STAFFING IMPACT:

Existing Public Works staff will be responsible for the GIS Support Services to the City of Oakdale.

CONTACT PERSON:

Peou Khiek, GIS Manager. Telephone: 209-525-4168.

PK:lc

H:\GIS\Board Agenda Items\MOA With City Of Oakdale_BOS 2-8-11

**STANISLAUS COUNTY AND CITY OF OAKDALE AGREEMENT
FOR SERVICES RELATED TO
GEOGRAPHICAL INFORMATION SYSTEMS (GIS) SUPPORTS**

This Agreement is made and entered into between Stanislaus County Public Works Department (hereinafter referred to as "County") and the City of Oakdale Public Works Department (hereinafter referred to as "City of Oakdale"), on Date.

INTRODUCTION

WHEREAS, City of Oakdale has need for services involving geographical information systems (GIS) related support, and

WHEREAS, County has the qualified staff to provide such services.

NOW THEREFORE, the parties hereby mutually agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK (as needed):

County shall provide the City of Oakdale the following training and support services involving geographical information systems (GIS). As further described in exhibit "A" attached hereto:

- A. Desktop GIS – ArcEditor
- B. GIS Data Concepts
- C. Geoprocessing and Analysis

2. WORK SCHEDULE: County shall provide geographical information systems training and support on an as needed basis, Monday through Friday (8 am to 5 pm), subject to Board of Supervisors approved mandatory furlough days, and excepting County Holidays.

3. COMPENSATION: The City of Oakdale agrees to compensate County for the services specified herein in accordance with the fee schedule attached hereto as Exhibit "A" (not to exceed \$14,000).

4. TERM / TERMINATION: Either party may terminate this Agreement at any time by providing 90-day written notice. **In the event the agreement is terminated, County is entitled to payment for work done to date.**

5. MISCELLANEOUS PROVISIONS

- A. Modification Only in Writing: The terms and conditions of this Agreement may be changed or modified only by the mutual written consent of the

parties. Any amendment must be in writing and expressly state that it is amending this agreement. The parties further agree that they will negotiate in good faith with regard to any changes or modifications of this Agreement sought by either party.

- B. No Waiver. Failure to enforce any provision will not constitute a waiver.
 - C. Entire Agreement: This Agreement contains the entire Agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect.
 - D. Severability: If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or county statute, ordinance, or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
 - E. Duplicate Counterparts: This Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.
 - F. Agreement to Perform Necessary Acts: Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be necessary to carry out the provisions of this Agreement.
6. NOTICES: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.
- A. County:
Peou Khiek, GIS Manager
GIS Division
Department of Public Works
1716 Morgan Rd.
Modesto, CA 95358


B. City:
Joe Leach, Public Works Director
City of Oakdale,
120 South Sierra Avenue
Oakdale, CA 95361

7. INDEMNITY:

- A. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of City, nor of any officer or employee thereof, and City shall hold harmless, defend and indemnify County, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting there from or arising out of or in any way connected with any negligent or wrongful acts or omissions of City, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to herein, or in any way connected with any work, services, or functions to be performed under this Agreement.
- B. City, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of County, nor of any officer or employee thereof, and County shall hold harmless, defend and indemnify City, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting there from or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to herein, or in any way connected with any work, services, or functions to be performed under this Agreement.

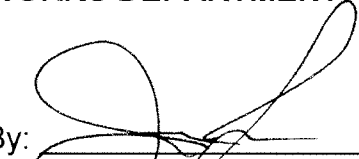
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written

STANISLAUS COUNTY PUBLIC WORKS DEPARTMENT

By: 
Matt Machado, Director

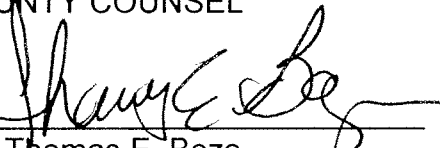
Dated: 2/8/11

CITY OF OAKDALE PUBLIC WORKS DEPARTMENT

By: 
Joe Leach, Director

Dated: 1/7/11

APPROVED AS TO FORM
JOHN P. DOERING
COUNTY COUNSEL

By: 
Thomas E. Boze
Deputy County Counsel

APPROVED AS TO FORM
TOM HALLINAN
CITY ATTORNEY

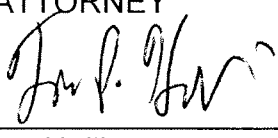
By: 
Tom Hallinan
City Attorney

EXHIBIT A

I. GEOGRAPHICAL INFORMATION SYSTEMS SERVICES WEIGHTED LABOR RATE

<u>Position</u>	<u>Hourly Rate</u>
Geographic Information Systems (GIS) Manager	\$80.21
Application Specialist III	\$70.73
Total compensation not to exceed	\$14,000

II. SERVICES TO BE PROVIDED:

A. Desktop GIS – ArcEditor:

1. Modify and edit data
2. Build and Maintain spatial relationship between features using topology rules and a process called validation.
3. Manage work order processing
4. Raster to vector conversion and create data from canned maps

B. GIS Data Concepts:

How to manage and maintain:

1. Shape files
2. Personal geodatabase
3. File geodatabase
4. Geodatabase (SDE)

C. Geoprocessing and Analysis:

1. Execute tools
2. Set global environment settings
3. Examine the resulting messages
4. Perform batch processing
5. Access data properties