

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

DEPT: Public Works *MM*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE June 26, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Memorandum of Agreement Between the Yosemite Community College District and Stanislaus County Public Works for Geographical Information Systems Services

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Agreement between the Yosemite Community College District (YCCD) and Stanislaus County Public Works for Geographical Information Systems (GIS) services.
2. Authorize the Director of Stanislaus County Public Works to execute the Memorandum of Agreement between the YCCD and Stanislaus County Public Works for GIS services.
3. Authorize the Public Works Director to execute all future Memorandum of Agreements for GIS services between Stanislaus County and other local agencies.

FISCAL IMPACT:

The total cost of the work to be performed for YCCD is not to exceed \$1,624. YCCD will reimburse the Public Works Department for the actual cost of providing the agreed upon mapping services.

BOARD ACTION AS FOLLOWS:

No. 2012-317

On motion of Supervisor Chiesa, Seconded by Supervisor De Martini
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Memorandum of Agreement Between the Yosemite Community College District and Stanislaus County Public Works for Geographical Information Systems Services

DISCUSSION:

A geographic information system (GIS) integrates hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information. GIS allows us to view, understand, question, interpret, and visualize data in many ways that reveal relationships, patterns, and trends in the form of maps, globes, reports, and charts.

Establishing GIS Central provided the groundwork to develop Stanislaus County's GIS into a dynamic tool for varied users, including other cities and agencies within or beyond Stanislaus County. GIS Central has made GIS available on the County's intranet system for County employee's use and on the County website for public users. The GIS program provides a powerful tool to many users at minimal cost. Cities and agencies throughout the County have shown considerable interest in collaborating with Public Works' GIS Central to develop applications, train staff, and fulfill other GIS needs.

GIS Central staff was approached by YCCD to verify and update the existing district line work for each of the school trustee areas on the YCCD map layer. In addition, YCCD requested that GIS projects (MXD) be created and maps produced for each of the trustee areas. MXD is file format in which the maps created from GIS software can be stored. MXD not only stores maps but also stores the symbology, layout, hyperlinks, toolbars added, etc. at the time of saving the map document.

The Memorandum of Agreement (MOA) provides that the County will verify and update existing district lines and produce the associated map layers for YCCD. In addition, the updated map layers will be available on the GIS Central websites.

POLICY ISSUES:

This action supports the Board's priorities of Effective Partnerships and Efficient Delivery of Public Services by supporting efforts to ensure that the information provided on GIS Central is accurate and up to date.

STAFFING IMPACT:

Existing Public Works GIS Central staff will perform GIS services per the MOA with YCCD.

CONTACT PERSON:

Peou Khiek, Public Works GIS Manager. Telephone (209) 525-4130.

STANISLAUS COUNTY PUBLIC WORKS, AND YOSEMITE COMMUNITY COLLEGE DISTRICT AGREEMENT FOR SERVICES RELATED TO GEOGRAPHICAL INFORMATION SYSTEMS (GIS) SERVICES

This Agreement is made and entered into between Stanislaus County Public Works Department (hereinafter referred to as "Public Works") and Yosemite Community College District (hereinafter referred to as "YCCD") on May 24, 2012.

INTRODUCTION

WHEREAS, YCCD has need for services involving Geographical Information Systems (GIS) and,

WHEREAS, Public Works has the qualified staff to provide such services and support.

NOW THEREFORE, the parties hereby mutually agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Public Works (GIS Central) shall provide YCCD the following services:

A. Public Works shall verify/update the existing YCCD district line works for the following school trustee areas:

1. Trustee Area 1
2. Trustee Area 2
3. Trustee Area 3
4. Trustee Area 4
5. Trustee Area 5
6. Trustee Area 6
7. Trustee Area 7

B. Public Works shall setup gis projects (MXD) of each YCCD Trustee Areas.

1. Trustee Area 1
2. Trustee Area 2
3. Trustee Area 3
4. Trustee Area 4
5. Trustee Area 5
6. Trustee Area 6
7. Trustee Area 7

C. Public Works shall provide maps of each YCCD Trustee Areas.

1. Trustee Area 1
2. Trustee Area 2
3. Trustee Area 3
4. Trustee Area 4
5. Trustee Area 5
6. Trustee Area 6
7. Trustee Area 7

2. COMPENSATION: YCCD agrees to compensate Public Works for the services specified herein in accordance with the fee schedule attached hereto as Exhibit "A."

3. MISCELLANEOUS PROVISIONS

5.1. 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.

5.2. No Waiver. Failure to enforce any provision will not constitute a waiver.

5.3. 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.

5.4. 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.

5.5. 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.

5.6. 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.

4. 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.

Stanislaus County Public Works
Peou Khiek, GIS Manager
GIS Division
1716 Morgan Rd.
Modesto, CA 95358

Yosemite Community College District:
Nick Stavrianoudakis, Director of Public Affairs
2201 Blue Gum Ave.
Modesto, CA 95358

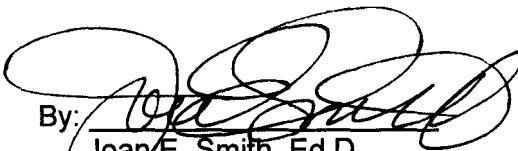
IN WITNESS WHEREOF, the parties have executed this Agreement on _____

**STANISLAUS COUNTY PUBLIC
DEPARTMENT**

By: 
Matt Machado, Director

Dated: 6/26/12

**YOSEMITE COMMUNITY
COLLEGE DISTRICT**

By: 
Joan E. Smith, Ed.D.
Chancellor

Dated: 5/24/12

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY: 

DATE: 6-15-12

EXHIBIT A

I. COMPENSATION:

The agreed upon work is to be performed on a time and materials basis. The estimated costs are identified below, with a not to exceed of \$1,624. Work to be invoiced to YCCD on a monthly basis to YCCD's contact address as shown in this agreement, with payment terms of net 30 days.

	Weighted Hourly Rate	Hours	Total
PW-Geographic Information Systems (GIS)	\$90.26	18	\$1,624
		Total	\$1,624

Additional services in excess of those listed shall be negotiated separate from this agreement.