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03-01-16

MEMORANDUM OF UNDERSTANDING

Between the City of Sioux City, Iowa; Woodbury County, Iowa; the Sioux City City Assessor's Office and Conference Board; the Woodbury County Assessor's Office and Conference Board; and the WCICC Commission/WCICC-IT

This memorandum of understanding between the City of Sioux City, Iowa (City); Woodbury County, Iowa (County); the Sioux City City Assessor's Office and Conference Board (City Assessor); the Woodbury County Assessor's Office and Conference Board (County Assessor); and the WCICC Commission (WCICC-IT) identifies the intent of the parties in relation to funding, housing, operation, duration and termination of cooperation relating to GIS services and operations.

The above entities are governmental subdivisions, units or offices of governmental subdivisions created by law and/or legal entities created and maintained by entities formed pursuant to Iowa Code Section 28E. Among the goals of these entities is the establishment, maintenance and staffing of a GIS system encompassing the territorial limits of Woodbury County and including the corporate limits of the City of Sioux City. The parties previously entered into a Memorandum of Understanding on February 8, 2012 and wish to change some of the terms and conditions as well as clarify the rights and responsibilities of each of the parties towards the project and towards each other. This Memorandum supersedes and replaces any prior written agreement of the parties.

Under this agreement, all parties agree to the following:

A. TERM OF AGREEMENT

- 1. The term of this Agreement shall begin upon execution by all parties and shall run until June 20, 2020.
- 2. This Agreement shall automatically be extended for two (2) additional terms of five (5) years unless a party to the Agreement gives written notice to all other parties of the Agreement of intent to withdraw from the Agreement no later than September 1 of the year prior to the expiration of the initial term of the Agreement or any extension of the Agreement.
- 3. This Agreement shall not be construed to create or convey a benefit to any third party nor create any liability to any third party by its term or operation.

B. PERSONNEL AND LOCATION

- 1. The GIS operation governed by this Agreement shall continue to consist of the following positions: a GIS Technician (Real Estate) and a GIS Analyst (Technical Administration)
- 2. The employment status of the unit position shall be as follows; the GIS Technician shall be a an employee of the County Auditor and Recorder's Office and the GIS Analyst shall be an employee of WCICC-IT classified pursuant to the establishing 28E Agreement of that entity as a City employee.
- 3. No separate administrative entity shall be created under the terms of this Agreement.

4. The City shall act as administrator for the purpose of administering this cooperative undertaking.

5. This agreement does not authorize the acquisition of any real or personal property.

C. FUNDING

1. The City, County, City Assessor, and County Assessor shall each allocate sufficient funds for the payment of salary and benefits for the GIS Technician position (each responsible for payment of twenty-five percent (25%) of the total amount budgeted for the position by the City Assessor). The City, County, City Assessor, and County Assessor shall each make an annual lump sum payment no later than October 15th of each year for its portion of the salary and benefits for the GIS Technician position of the County Auditor and Recorder's Office who shall be responsible for accounting and payroll for this position.

2. The City, County, City Assessor, and County assessor shall each allocate sufficient funds for the payment of salary and benefits for the GIS Analyst position (each responsible for payment of twenty-five percent (25%) of the total amount budgeted for the position by WCICC-IT). The City, County, City Assessor, and County Assessor shall each make an annual lump sum payment no later than October 15th of each year to WCICC-IT for its portion of the salary and benefits for the GIS Analyst position.

3. The City, County, City Assessor, and County Assessor shall each allocate sufficient funds for the payment recurring annual hardware and software operational costs for the GIS operation (each responsible for twenty-five percent (25%) of the total amount budgeted for those items by WCICC-IT). The City, County, City Assessor, and County Assessor shall each make an annual lump sum payment no later than October 15th of each year to WCICC-IT for its portion of the annual hardware and software operation costs.

4. At the end of each fiscal year, the City's Finance department will reconcile actual costs for the GIS operation and the budgeted costs for the operation and provide adjustments, if any to the amounts required from each entity for funding for subsequent years.

5. No later than October 15th of each year, the City Assessor, County Assessor, WCICC-IT Director, City Finance Budget Manager and County Financial Analyst (or their designees) shall meet to review the previous year expenses and plan for the upcoming fiscal year.

6. At least once during each term of the Agreement, or in the case of an emergency caused by the failure of equipment or software for any reason, the parties agree that they shall meet and assess the need for capital expenditures for hardware and software necessary to repair, maintain or improve the GIS system. The cost of capital expenditures shall be shared equally by the City, County, City Assessor, and County Assessor and the value of any remaining assets upon dissolution of this agreement divided equally between the parties with the option for the remaining entities to purchase the hardware or software at its depreciated value.