

**MEMORANDUM OF UNDERSTANDING BETWEEN
ADA COUNTY, IDAHO AND
CANYON COUNTY, IDAHO FOR
GIS 911 DATA SHARING**

This Memorandum of Understanding ("MOU") is between Ada County, Idaho and Canyon County, Idaho, collectively "the Parties."

I. **PURPOSE**

The purpose of the MOU is to share GIS 911 data between Canyon County and Ada County to be used for NextGen 911 dispatch services and to establish the terms and conditions of using shared Geographic Information System ("GIS") data.

II. **SCOPE OF SERVICES**

- A. The Parties shall each be responsible for the storage of their own GIS 911 data.
- B. Each Party is responsible for its own software procurement, functionality, technical support, design, or product support.
- C. Parties shall provide GIS 911 data to approved employees and contracted employees as necessary to accomplish the purpose of this MOU.
- D. Frequency of provided GIS 911 data will be determined between parties with a recommended 30-day interval either through a manual or automatic process.
- E. Parties shall be responsible for using GIS 911 data in accordance with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this MOU including, without limitation, licensing laws and regulations. Parties shall be responsible for complying with all third-party licensing requirements related to the GIS 911 data.
- F. Each Party shall be responsible for ensuring that its respective employees exclusively access and use the GIS 911 data for official County business. Non-official use of shared GIS 911 data may result in suspension or revocation of access.
- G. Parties shall be responsible for ensuring that any of their own employees that require access to the other Party's GIS 911 data have adequate experience and qualifications in GIS.

- H. Each Party reserves the right, at its sole discretion, to immediately suspend access to its respective GIS 911 data for any individual user, or to reinstate such access as appropriate. When an individual user's access is suspended and not reinstated within 24 hours, the suspending Party shall provide notice of the suspension and basis of the suspension, if any, to the Party of the individual user.
- I. The Parties agree to, individually and collectively, implement reasonable safeguards to ensure the security and confidentiality of shared GIS 911 data and prevent unauthorized access, use, or disclosure.
- J. Sharing of provided GIS 911 data with other municipalities, counties, or third-parties is prohibited unless explicit written permission is given by the specific owner of the data.
- K. Each Party shall designate a primary point of contact to manage access permissions and address operational concerns related to 911 GIS data sharing.
- L. GIS 911 data to be shared includes:
- Digital data including, but not limited to digital imagery, digital spatial vector data in ArcGIS formats, and other GIS-related digital data sets deemed non-sensitive as they become available.
 - Address points, road centerlines, parcels with owner name information, emergency service zones, fire districts, law districts, ambulance districts, city limits.
 - Data format will be determined by parties.
 - Other public data (non-sensitive) as it becomes available.

III. GENERAL TERM OF AGREEMENT

- A. **Term:** This MOU shall commence upon its date of final execution and continue in full force and effect as to each Party until that Party terminates its participation pursuant to Section **III.B.**
- B. **Termination:** This MOU may be voluntarily terminated in whole or in part by either Party upon written notice to the other Party not less than thirty (30) days in advance of the contemplated termination.
- C. **Modification:** This MOU may be revised by written amendment, signed and dated by both Parties.

- D. Idaho Public Record Act:** This agreement is not intended to abrogate, modify, or otherwise limit any Party's obligations to the other Party under the Idaho Public Records Act.

IV. COSTS

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to that Party's budgetary processes and the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies an appropriation of funds for such expenditures.

V. NOTICES

Each Party giving any notice or making any request, demand, or other communication (each, a "notice") pursuant to this MOU shall do so in writing and shall use one of the following methods or delivery, each of which, for purposes of this MOU, is a writing: personal delivery, registered or certified mail, or email.

Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this Section:

Canyon County:
Canyon County
Attn: Chief Operating Officer
1115 Albany St
Caldwell, Idaho 83605
greg.rast@canyoncounty.id.gov

Ada County
Ada County
Attn: Stephen O'Meara
200 W. Front St.
Boise, ID 83702
someara@adacounty.id.gov

VI. APPLICABLE LAW

The laws of the state of Idaho govern all disputes arising out of or relating to this MOU. The Parties acknowledge that venue is proper in Canyon County, Idaho for all legal actions or proceedings arising out of or relating to this MOU and waive the right to sue elsewhere.

VII. SEVERABILITY

Nothing in this MOU is intended to conflict with applicable federal or state law, or with the policy of any Party. If a provision of this MOU is inconsistent with applicable federal or state law, or with a Party's policy, then the Party shall immediately so advise the other Party, and the Parties shall determine whether the remaining provisions of this MOU shall continue in effect.

VIII. NO INDEMNIFICATION

Each Party shall be responsible only for the acts, omissions, or negligence of its own officers, employees, or agents. Neither Party assumes responsibility for the acts, omissions, or negligence of the officials, employees, agents, or volunteers of the other Party. Each Party shall promptly notify the other of any claim arising under this MOU and shall not unreasonably refuse a request from the defending party or its representatives to provide information or access to its personnel related to defense of such claim.

This is the entire agreement of the Parties, and the Parties have executed this MOU as dated below.



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CANYON COUNTY SIGNATURE PAGE

DATED this 11th day of December

CANYON COUNTY BOARD OF COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Commissioner Zach Brooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: RICK HOGABOAM, CLERK

By: 

Deputy Clerk

ADA COUNTY SIGNATURE PAGE

DATED this _____.

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

Trent Tripple, Ada County Clerk