

100-11

**COOPERATIVE AGREEMENT  
FOR ESTABLISHMENT AND OPERATION  
OF GEOGRAPHIC INFORMATION SYSTEM**

**THIS AGREEMENT** is made this 22 day of April, 1997, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri, acting by and through its county commission (referred to as "County") and the city of Columbia, Missouri, a municipal corporation, (referred to as "City"), and Boone Electric Cooperative, a rural electric cooperative, (referred to as "Cooperative").

**IN CONSIDERATION OF** each of the parties performance of the obligations set forth in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** - This agreement is made in view of the following facts and for the following purposes:

1.1 The parties to this agreement currently use both conventional and electronic geographic maps of all or parts of the county in order to provide various services to the public at large. In order to enhance the efficient delivery of public services the parties have studied the feasibility of establishing and operating a computerized digital mapping system of the geography in Boone County with a networked data base for use in delivery of public services.

1.2 The parties now desire to develop an operable geographic information system (referred to as "GIS"), which will result in a computerized digital geographic map of the entire county of Boone with the data from map being periodically updated and available for use by the parties to this agreement by means of a high speed computer network. Once the GIS becomes operable, the parties further desire to use the digital mapping data in the system for their own purposes at their own expense.

1.3 The ultimate purpose of this agreement is to share the cost and expenses of the development and implementation of a GIS in order to permit each party to deliver common public services more efficiently and for that purpose the parties desire to enter into a cooperative agreement which defines the organization and financial responsibilities of the parties necessary to develop and implement a geographic information system. This written agreement is prepared to memorialize the terms and conditions of the agreement between and relationship of the parties.

2. **GIS Project** - In order for the parties to develop and fully implement a GIS on a county-wide basis, it is agreed that the GIS will be developed on the basis of a two-phase project described as:

2.1 **Base Map and Core System Development Phase** - The first phase of the GIS project shall consist of conversion of tax assessment parcel maps into GIS

digital format and development of the GIS foundation. This phase is targeted to be completed within three (3) years after commencement and shall consist of: obtaining dedicated full-time project management by creation of either an employment position within the administrative structure of the project or contracting for such management services with a qualified consultant or a combination of the two; training the existing staff employed by the parties who will be involved in the development and use of the new system; obtaining grant funding from the Department of Natural Resources to install approximately thirty-three (33) additional new geographic monuments within the county to provide for additional geographic coordinates to be incorporated within the GIS; converting all existing tax parcel maps into electronic digital format to serve as the base map for the system- the assessor's parcel data shall be tied to the parcels on this base; establishing standards for a single common shared data base for the county; planning, design and implementation of a high speed network to facilitate any movement of GIS data amongst users, and; acquiring necessary hardware and software for the new system.

**2.2 Individual Implementation Phase** - Development by each of the parties of individual applications and uses of GIS data for specialized purposes necessary or desirable for increased efficiency in delivery of public services by each of the parties participating in this agreement.

**3. GIS Project Management** - In order to facilitate the cooperative development and implementation of the project, the parties hereby establish the GIS management advisory committee which shall consist of one voting representative chosen and appointed by each party to this agreement and such other nonvoting representatives as shall be appointed by each party, (hereafter referred to as the "Management Committee"). The Management Committee shall appoint a chairman amongst its members and shall meet at the call of the chairman. A quorum for the transaction of business shall consist of a majority of the voting committee members. In conducting its business, actions by the Management Committee shall be by majority of vote subject to the restrictions placed upon the Management Committee under this agreement. The Management Committee shall perform the following functions:

**3.1** Determine qualifications necessary for a project manager and the type of project management necessary to successfully complete the project and to select such manager or management.

**3.2** Develop and submit to each of the respective parties annual fiscal year budgets for the shared expenses of the project.

**3.3** Develop and approve standards and procedures to be used in developing and implementing the GIS as is necessary for successful completion of the project.

3.4 Develop and implement operational standards necessary for implementation of the new system.

3.5 Provide for general oversight and policy decisions from time to time as are necessary to successfully complete, operate and maintain the project.

4. **Technical Committee** - The parties to this agreement shall appoint representatives to serve as technical advisors for the development and implementation of the project. The technical committee shall select a chairman and shall meet at the call of the chairman. A quorum of the committee shall consist of a majority of the members then present and action by the committee shall be by majority vote. The technical committee shall provide review and research of technical issues which arise and require resolution in order to assure the successful completion of the project. The technical committee shall provide reports and recommendations at the direction of the Management Committee and shall be available to provide information and consulting to the parties as well as the Management Committee as determined by the parties or Management Committee.

5. **GIS Project Administration** - The administration of the first phase of the GIS project shall be the responsibility of the County and the County shall employ all persons hired to implement the project and such persons shall be employees of the county subject to county personnel rules and regulations. The county shall also act as the fiscal officer for the project providing the accounting and auditing services, act as the purchasing and procurement agent for the project responsible for acquiring by lease or purchase all supplies and equipment necessary to implement the project, and shall provide necessary office space and other goods and services necessary to properly administer the project. County shall provide City and Cooperative with periodic accountings (no less than quarterly) of all funds expended on the project.

6. **Funding**- The parties agree to share the cost of phase one of the project equally and for that purpose shall annually budget and appropriate funds necessary to develop and implement the project; provided, however, that nothing in this agreement shall be construed to require the governing bodies of any party to this agreement to appropriate funds to finance the project beyond its current fiscal year and nothing in this agreement shall require the governing bodies of any party to this agreement to appropriate funds to finance their respective shared obligations under this agreement if, for any reason, the governing body of any such party determines that annual appropriations cannot be made available due to overall budgetary requirements or restraints. All annual funds appropriated for purposes of financing the obligations under this agreement shall be paid to the County annually or more frequently as deemed agreeable by the parties. Funding for the second phase for the project or otherwise for the individualized or specialized benefit of the respective parties shall be the sole responsibility of the party which will derive benefit from such individualized or specialized use. The parties agree that funding for phase one of the project shall not exceed \$119,531.00 for the first year, \$155,308.00 for the second year, \$152,856.00 for the third year, \$46,300.00 for the fourth year, and \$48,500.00 for the fifth year without the unanimous agreement of the parties.

7. **Hardware and Software** - It is agreed that all hardware shall be leased and all software licensed which is funded during phase one through use of funds appropriated for shared expenses and that no personal property shall be owned by any party to this agreement paid for with funds appropriated for shared expenses; provided, however, County may purchase select equipment for use in connection with the project and charge an agreed upon reasonable proportionate leasehold value of such equipment to City and Cooperative with the prior approval of City and Cooperative.

8. **Amendment and Termination** - This agreement may be amended in writing upon authorization of the governing bodies of the parties to this agreement so long as such amendment is prepared and executed with the same formality as this agreement. Any party of this agreement may terminate their participation in and financial obligations under this agreement for any reason upon giving the other parties to this agreement at least six (6) months advance written notice of termination under authority of the governing body effecting termination. This agreement may also be terminated by any party for cause due to material breach of any term and condition of this agreement upon thirty (30) days advance written notice to the other parties of termination and the reasons therefor. Any party who terminates its participation in this agreement shall not be entitled to any use or benefit from the system or system facility available to the other parties under this agreement from and after the date of termination, nor shall any terminating party be entitled to recovery or recoupment of any expenditures or appropriations made under this agreement. Any party terminating this agreement shall be obligated to fulfill any financial obligation it has incurred in full or on a pro-rated basis up through and including the day of termination but shall not be responsible for the payment of any other amounts.

9. **Authority of Signatories** - Each person signing this agreement in a representative capacity on behalf of the parties of this agreement hereby affirmatively represents that all orders, ordinances, or resolutions necessary to bind each respective party to the terms and conditions of this agreement have been duly passed or enacted and that each such signatory is fully empowered and duly authorized to execute this agreement on behalf of the party represented.

10. **Binding Effect** - This agreement shall be binding upon and enure to the benefit of the parties hereto and the governing bodies which represent them for so long as this agreement remains in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement effective on the day and year first-above written.

CITY OF COLUMBIA

By:   
Raymond Beck, City Manager

BOONE COUNTY, MISSOURI

By:   
Don Stamps, Presiding Commissioner

ATTEST:

Penny St. Romaine

Penny St. Romaine, City Clerk

Approved as to Form:

Fred Bushman  
City Counselor

**BOONE ELECTRIC COOPERATIVE**

By: Jay Turner  
Chairman, Board of Directors  
A JAY TURNER

ATTEST:

Wayne Hilgedick  
Secretary, Board of Directors

WAYNE HILGEDICK

ATTEST:

Wendy S. Noen  
Wendy Noen, County Clerk Adm

Approved as to Form:

[Signature]  
County Counselor

**CERTIFICATION:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

Jane C. Petchford - 5/21/97  
Auditor [Signature] Date

State of Missouri )  
County of Boone ) ss.  
City of Columbia )

I, the undersigned, City Clerk of the City of Columbia, Missouri, certify that the above the foregoing instrument is a true and exact copy of The Cooperative Agreement for Geographic Information System as the same appears of record in the council records of said city in my custody in my office in the Daniel Boone Building.

In Witness Whereof, I have hereto set my hand and affixed the corporate seal of said city, this

21 day of May, 19 97  
Penny St. Romaine  
Penny St. Romaine  
City Clerk

**AMENDMENT TO  
COOPERATIVE AGREEMENT  
FOR ESTABLISHMENT AND  
OPERATION OF  
GEOGRAPHIC INFORMATION SYSTEM**

On this 21<sup>st</sup> day of September 2000, Boone County, Missouri ("County"), the City of Columbia, Missouri ("City") and Boone Electric Cooperative ("Cooperative") amend their agreement of April 22, 1997 by adding the following paragraph 7.1:


- 7.1 **Purchase of Server** - Notwithstanding the provisions of paragraph 7, County may use funds appropriated for shared expenses to purchase a server to be placed on the fiber optic network outside of each party's firewall. This server shall be owned by the County but shall be used solely in connection with the geographic information system until the Management Committee, by unanimous vote of all three voting representatives, determines otherwise.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this amendment to the agreement of April 22, 1997 effective on the day and year first above written.

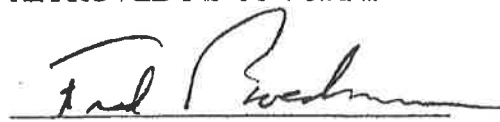
**CITY OF COLUMBIA**

  
Raymond A. Beck, City Manager

ATTEST:

  
Penny St. Romaine, City Clerk

APPROVED AS TO FORM:

  
City Counselor


**BOONE ELECTRIC COOPERATIVE**

  
Chairman, Board of Directors

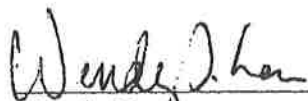
ATTEST:

  
Secretary, Board of Directors


**BOONE COUNTY, MISSOURI**

  
Don Stamper, Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

  
County Attorney

Introduced by Hindman

First Reading 4-7-03

Second Reading 4-21-03

Ordinance No. 017659

Council Bill No. B 113-03

AN ORDINANCE

authorizing the City Manager to execute an agreement with Boone County and the Boone Electric Cooperative for continuation and support of the geographic information system; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County and the Boone Electric Cooperative for continuation and support of the geographic information system. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 21st day of April, 2003.

ATTEST:

Debra St. Roman  
City Clerk

Larry Hindman  
Mayor and Presiding Officer

APPROVED AS TO FORM:

Fred Boehman  
City Counselor

**COOPERATIVE AGREEMENT  
FOR OPERATION AND MAINTENANCE  
OF SHARED GEOGRAPHIC INFORMATION SYSTEM**

THIS AGREEMENT dated the 10 day of MARCH, 2003, is made by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri, acting by and through its county commission (referred to as "County") and the city of Columbia, Missouri, a municipal corporation, (referred to as "City"), and Boone Electric Cooperative, a rural electric cooperative, (referred to as "Cooperative").

IN CONSIDERATION OF the performance of each party's obligations set forth in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** - This agreement is made in view of the following facts and for the following purposes:

1.1 The parties to this agreement previously entered into an agreement in 1997 to develop and fund development of a geographic information system (GIS). The GIS was to consist of a basic computerized digital mapping system using the tax maps of Boone County as base layer maps and from which each of the parties was to further develop individual digitized maps with related data bases for their own specialized uses. The initial development of the GIS was completed in 2000 and the parties funded purchase of computer file server to store GIS data which was to be accessible by fiber optic network to each of the parties for their own uses.

1.2 The parties now desire to update their original cooperative agreement by entering into a new agreement to reflect current understandings and agreements for ownership, general management, operation, maintenance, and future improvement of GIS data which is to be shared under the terms and conditions of this agreement. For purposes of this agreement, the term "shared GIS data" means and includes digital tax parcel base maps, tax parcel property record information, digital orthophotos, and any other data developed under this agreement. The purpose of this agreement is to memorialize agreements which establish an ongoing organization, relationship, and rights and responsibilities of the parties in terms of the ownership, general management, operation, maintenance, and future improvement of the shared GIS data in order to permit each party to deliver public services more efficiently.

2. **Ownership and Use of Shared GIS Data Hardware, Software and Unlicensed Computer Files** - The parties agree to the following terms and conditions for the ownership and use of the hardware, licensed software, and unlicensed computer files:

2.1 **Ownership and Control of Hardware and Licensed Software** - For purposes of this agreement, the parties acknowledge that County now owns and will continue to own the file server within which the shared GIS data is located and which



County operates and maintains. The parties further acknowledge that City owns the respective parts of the fiber optic network which transmits data from the County's shared GIS data file server to the parties. The parties also acknowledge that each party either owns and/or has software licenses for all computer applications and programs used by them individually in connection with the shared GIS data. Except as otherwise provided in this agreement, each party at its own expense shall be responsible for the continued lawful operation and maintenance of all hardware and software used by such party in connection with the shared GIS data.

**2.2 Ownership and Control of Unlicensed Computer Files** - For purposes of this agreement, existing and additional digital map files, image files, data files, data bases, text files and other computer files placed within the shared GIS data file server which are not subject to commercial software licenses (hereafter referred to as "server files" or "files") and which are created by a party to this agreement shall be considered owned by and subject to the control of the party which creates the files and such party shall be considered the custodian of such files. It is agreed that no one shall have access to the shared GIS data file server or use the fiber optic network connected to the server to access the programs and files on the shared GIS data file server except the parties to this agreement under the terms and conditions of this agreement. If any party places additional files on the shared GIS data file server, each party to this agreement shall be deemed licensed and authorized to download and use any such new files for its own purposes but shall not be authorized or entitled to license or otherwise distribute or permit the distribution of such data to anyone not a party to this agreement. Rather, if anyone who is not a party to this agreement is to obtain access to or otherwise use such files, access to and use of such files shall be provided by the party owning the files under such terms and conditions as that party deems appropriate. No files may be placed in the shared GIS data file server which are not retained on a computer or computer network of the party owning such files; further, all files placed or stored within the shared GIS data file server shall be identifiable to the party which created and owns such files. The party which creates and owns and controls files placed upon the shared GIS data file server shall be solely responsible and liable for any consequences resulting from the distribution or reuse of such files and the other parties to this agreement shall have no responsibility or liability for any such consequences. For purposes of City and County compliance with Missouri Open Meetings and Records law, chapter 610, RSMo, City and County shall be considered the owner and custodian of all files generated and otherwise owned by each entity individually. In order to maintain the security of the shared GIS data file server as authorized by section 610.029, RSMo, each entity shall be responsible for responding to requests for access to files owned by the entity and if the access to such files is to be provided to anyone other than a party, then access shall be provided by the party that owns such files and that access shall be provided from such party's own computers and not from the shared GIS data file server. The City and County shall each be responsible for interpreting and complying with

applicable provisions of chapter 610, RSMo, as they may apply to them with respect to shared GIS data server files owned by them and each party shall condition electronic access to and provision of copies of such files on such terms and conditions as they may separately deem lawful and appropriate. Any requests for public access erroneously received by a party who does not own or control such files shall be redirected to the proper party.

3. **General Management of Shared GIS Data** - The governing bodies of the City, County and Cooperative shall constitute the overall superintending and fiscal authorities for each of the parties to this agreement and each governing body shall have primary responsibility for policy making and fiscal decisions made by them as well a general compliance with the terms and conditions of this agreement and any future amendments thereof. In order to facilitate the continued general management and use of shared GIS data, the parties hereby establish the following management organizational structure:

3.1 **Shared GIS Data Policy Committee** - The Shared GIS Data Policy Committee shall consist of one voting representative chosen and appointed by the governing body or delegated appointing official representing a party to this agreement and the shared GIS Data manager who shall serve as a nonvoting member and technical advisor to the committee (hereafter referred to as the Policy Committee). The Policy Committee shall appoint a chairman from among its members. The committee shall meet at the call of the chairman or at the request of a majority of its voting members. A quorum for the transaction of business shall consist of a majority of the committee members. In conducting its business, actions by the Policy Committee shall be by majority of vote and shall be advisory in nature. The Policy Committee shall perform the following functions:

- Review and approve of recommendations of the Technical Committee.
- Develop and submit to each of the respective parties' annual budgets for the expenses of the shared GIS.
- Review and approve of improvements to the shared GIS as needed or required.
- Initiate or review and approve general operations and maintenance policies and procedures adopted by the shared GIS manager.

3.2 **Shared GIS Technical Committee** - The parties to this agreement shall appoint representatives to serve as technical advisors for the development and implementation of improvements or enhancements to the shared GIS as well as changes or improvements to the operations or maintenance of the system. The technical committee shall be chaired by the shared GIS manager. A quorum of the committee shall consist of a majority of the members then present and action by the committee shall be by majority vote. The technical committee shall provide review and research of technical issues which arise and require resolution in order to assure the ongoing and efficient operation, maintenance, and improvement of the shared GIS. The technical committee shall provide reports and recommendations at the direction of the Policy Committee and shall be available to

provide information and consulting to the parties as well as the Policy Committee as determined by the parties or Policy Committee.

**3.3 Shared GIS Manager** - The parties to this agreement hereby agree that County shall designate and appoint a qualified person employed by County to serve as the shared GIS manager; the shared GIS manager shall have the following general duties:

- Provide ongoing day-to-day management of the shared GIS with the advice of Policy and Technical Committees, including development of goals for system development and preparation of the annual operating budget for the shared GIS.
- Act as network administrator for the shared GIS and in that capacity control user access and provide user training as well as provide network security.
- Develop and implement shared standards for GIS data development and accuracy.

**4. Shared GIS Administration** - County shall be responsible for the general administration of the shared GIS and County shall employ all persons hired to manage and maintain the system and such persons shall be employees of the county subject to county personnel rules and regulations. County shall also act as the fiscal officer for the system, providing accounting and auditing services, and act as the purchasing and procurement agent for the system, responsible for acquiring by lease or purchase all supplies and equipment necessary to operate the system, and shall provide necessary office space and other goods and services necessary to properly administer the system. County shall provide City and Cooperative with periodic accountings (no less than quarterly) of all funds expended on the operation and maintenance of the shared GIS.

**5. Funding** - The parties agree to share the cost of ongoing operation, maintenance and improvement of the shared GIS equally and for that purpose shall annually budget and appropriate funds for these purposes; provided, however, that nothing in this agreement shall be construed to require the governing bodies of any party to this agreement to appropriate funds to finance the shared GIS beyond its current fiscal year and nothing in this agreement shall require the governing bodies of any party to this agreement to appropriate funds to finance their respective shared obligations under this agreement if, for any reason, the governing body of any such party determines that annual appropriations cannot be made available due to overall budgetary requirements or restraints. All annual funds appropriated for purposes of financing the obligations under this agreement shall be paid to the County annually or more frequently as deemed agreeable by the parties. Funding for the individualized services or for the specialized benefit of any respective party shall be the sole responsibility of the party which will derive benefit from such individualized or specialized services.

**6. Agreement Duration, Amendment, and Termination** - This agreement shall continue from year-to-year until terminated. This agreement may be amended in writing upon authorization of the governing bodies of the parties to this agreement so long as such amendment is prepared and executed with the same formality as this agreement. Any party to this agreement may

terminate its participation in and financial obligations under this agreement for any reason upon giving the other parties to this agreement at least six (6) months advance written notice of termination under authority of the governing body effecting termination. This agreement may also be terminated by any party for cause due to material breach of any term and condition of this agreement upon thirty (30) days advance written notice to the other parties of termination and with the notice stating the reasons for termination. Any party who terminates its participation in this agreement shall not be entitled to any use or benefit from the system or system facility available to the other parties under this agreement from and after the date of termination, nor shall any terminating party be entitled to recovery or recoupment of any expenditures or appropriations made under this agreement. Any party terminating this agreement shall be obligated to fulfill any financial obligation it has incurred up through and including the day of termination but shall not be responsible for the payment of any other amounts thereafter.

7. **Authority of Signatories** - Each person signing this agreement in a representative capacity on behalf of the parties of this agreement hereby affirmatively represents that all orders, ordinances, or resolutions necessary to bind each respective party to the terms and conditions of this agreement have been duly passed or enacted and that each such signatory is fully empowered and duly authorized to execute this agreement on behalf of the party represented.

8. **Binding Effect** - This agreement shall be binding upon and enure to the benefit of the parties hereto and the governing bodies which represent them for so long as this agreement remains in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement effective on the day and year first-above written.

CITY OF COLUMBIA

By: Raymond A Beck  
Raymond Beck, City Manager

ATTEST:

Penny St. Romaine  
Penny St. Romaine, City Clerk

Approved as to Form:

Paul Beckman  
City Counselor

BOONE COUNTY, MISSOURI

By: Keith Schnarre  
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy J. Noren  
Wendy Noren, County Clerk

Approved as to Form:

[Signature]  
County Counselor

**BOONE ELECTRIC COOPERATIVE**

By: Jane P. [Signature]  
Chairman, Board of Directors

**ATTEST:**

Nathan K. [Signature]  
Secretary, Board of Directors

**CERTIFICATION:**  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

no encumbrances required 3/4/03  
Auditor [Signature] Date

# CERTIFIED COPY OF ORDER

111 -2003

STATE OF MISSOURI }  
County of Boone } ea.


March Session of the February Adjourned Term. 20 03


In the County Commission of said county, on the 6<sup>th</sup> day of March 20 03

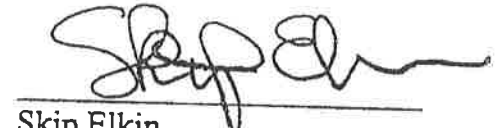
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Cooperative Agreement for Operation and Maintenance of Shared Geographic Information System between Boone County, the City of Columbia, and Boone Electric Cooperative. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

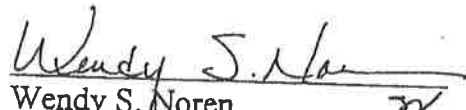
Done this 6<sup>th</sup> day of March, 2003.

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

**AMENDMENT TO  
COOPERATIVE AGREEMENT  
FOR ESTABLISHMENT AND OPERATION OF  
GEOGRAPHIC INFORMATION SYSTEM**

On this 22<sup>nd</sup> day of January, 2007, Boone County, Missouri ("County"), the City of Columbia, Missouri ("City") and Boone Electric Cooperative ("Cooperative") amend their agreement of March 6, 2003 by adding the following paragraph 2.3 and subparts:

**2.3 Use of Unlicensed Computer Files in Map Products** – For purposes of this agreement, existing and additional computer files placed within the shared GIS data file server shall be regulated using a formal and structured classification process for custodians to define and document accepted uses and use guidelines and restrictions as it relates to the use of these computer files in the development of map products.

**2.3.1 Definitions** - For the purpose of Section 2.3 of this agreement, the following definitions shall be applicable unless the context clearly indicates otherwise:

- **GIS/CAD:** Geographic Information System (GIS) and Computer Aided Design (CAD) are defined as systems of computer software, hardware, data, and personnel that make it possible to manipulate, analyze, and present information tied to a spatial location.
- **Digital Datasets:** Existing and additional digital map files, imagery files, data files, data base files, text files and other computer files placed within the shared GIS data file server which are not subject to commercial software licenses. These digital datasets are the actual underlying GIS/CAD mapping layers, imagery, and related datasets and computer files that are used by a GIS/CAD user to generate map products using GIS/CAD software.
- **Map Products:** The output from the viewing, analyzing, and manipulation of the Digital Dataset(s). These products are the resulting maps generated by the GIS/CAD user using GIS/CAD software. Map products shall be categorized into two types, static or interactive/dynamic.

**Static maps** – Those maps that provide a one time snapshot of a subset of the underlying GIS/CAD Digital Datasets as represented by the GIS/CAD user as they existed at the time the map product was created. In addition, static map products can be distributed without and/or do not require access to the underlying GIS/CAD Digital Datasets. Examples of static maps generally include hard copy paper maps, maps in PDF or other image format, or 2D/3D maps in video format.

**Interactive/dynamic maps** – Those maps that provide the additional function of allowing the end user to modify or interact with the map and its underlying

GIS/CAD Digital Datasets through the use of an Internet or desktop application through either a local one time snapshot of a subset copy of the underlying GIS/CAD Digital Datasets or through remote access to a GIS server-based mapping system. Examples of Internet-based interactive/dynamic map products are maps created and viewed through the use of server-based mapping systems such as, but not limited to, ArcIMS, ArcGIS Server, MapServer, US View, or Maptitude for the Web. Examples of desktop-based interactive/dynamic map products are maps created and viewed through desktop applications such as, but not limited to, Autodesk Map, ArcGIS, ERDAS Imagine, MapInfo, Google Earth, or Maptitude.

- **Custodian:** The person designated or appointed by each of the parties to this agreement who is responsible for the development and management of a Digital Dataset, keeping the Digital Dataset current, reliable, and accessible on behalf of the party which owns the Digital Dataset and has designated or appointed him or her as custodian.
- **Distribute:** The act of allowing a map product to be released or made available to an individual or entity which is not an officer or employee of a party to this agreement with authorization by such party to perform work or otherwise use the files which are the subject matter of this agreement under the terms and conditions of this agreement. For example, transferring or selling a map product containing County, City, or Cooperative Digital Datasets individually or in combination.
- **View:** The act of allowing a map product to be seen and/or reviewed by, but not distributed to, an individual or entity that is not an officer or employee of a party to this agreement with authorization by such party to perform work or otherwise use the files which are the subject matter of this agreement under the terms and conditions of this agreement. For example, allowing a citizen to view a map on your computer screen.
- **Internal to Party Only:** A Digital Dataset owned by either the City, County, or Cooperative which is not available on the shared GIS data file server and not available to the other parties to this agreement for security reasons or other reasons permitted by law and as defined by the custodian of the Digital Dataset.
- **Available to All Parties:** A Digital Dataset that is available to the City, County and Cooperative in accordance with this agreement but is subject to removal from the shared GIS data file server for security or lawful reasons with prior notification to the custodian for each party to this agreement.
- **Base Map:** A Digital Dataset that is available on the shared GIS data file server that is considered by the parties to be a base map which is not to be removed from the shared GIS data file server.



- **Viewable by All:** A Digital Dataset that shall be included in map products that are viewed or can be viewed and distributed to an individual or entity that is not an officer or employee of a party to this agreement with authorization by such party to perform work or otherwise use the files which are the subject matter of this agreement under the terms and conditions of this agreement.

- **Viewable by Parties Only:** A Digital Dataset that may not be included in map products that are viewed or distributed to an individual or entity that is not an officer or employee of a party to this agreement with authorization by such party to perform work or otherwise use the files which are the subject matter of this agreement under the terms and conditions of this agreement.

**2.3.2 File Classification** - Computer files shall be classified before being placed on the shared GIS data file server in one of the following classifications based on the accepted use of the computer files in map products:

**Internal to Party Only – Viewable by Parties Only:** A file that is not available on the shared GIS data file server and not available to the other parties to this agreement due to security or other reasons as defined by the custodian of the file but may be available for use directly from the custodian on a case by case basis.

**Available to All Parties – Viewable by All or Viewable by Parties Only:** A file that is available to the other parties but could be removed from the shared GIS data file server due to security or other reasons with prior notice to all parties. **Viewable by All** permits the computer file to be viewed and/or distributed as part of a map product to anyone in or outside the parties to this agreement. **Viewable by Parties Only** permits the computer file to be viewed and/or distributed as part of a map product only by parties to this agreement for their own purposes and shall not be authorized or entitled to permit the viewing and/or distribution of the map product to anyone not a party to this agreement unless authorized by the custodian of the computer file.

**Base Map – Viewable by All or Viewable by Parties Only:** A file that is available on the shared GIS data file server that is considered by the parties as a base map and is not to be removed from the shared GIS data file server. **Viewable by All** permits the computer file to be viewed and/or distributed as part of a map product to anyone in or outside the parties to this agreement. **Viewable by Parties Only** permits the computer file to be viewed and/or distributed as part of a map product only by parties to this agreement for their own purposes but shall not authorize viewing and/or distribution of the map product to anyone not a party to this agreement unless authorized by the custodian of the computer file.


2.3.3 **Classification Procedure** –The designated or appointed City, County and Cooperative custodian shall submit computer files for classification according to the following procedures before such files are placed upon the shared GIS data server:

- Each custodian shall submit a request for classification to the shared GIS Data manager.
- The classification will then be reviewed by the Shared GIS Data Technical Committee.
- If approved with a majority vote of the technical committee, the classification shall then be reviewed by the Shared GIS Data Policy Committee and if approved by a majority vote, the computer file shall than be placed on the Shared GIS data file server.
- Additionally, computer file classifications may be reviewed at the request of any party to this agreement by vote or authorization of such party's governing body.

2.3.4 **Use of Classified Computer Files** –Computer files which have been classified shall be used, viewed and distributed as authorized by the classification. All files placed upon the Shared GIS data file server shall have their classification identified and referenced, including during the development and distribution. It is further agreed that no party to this agreement or any officer or employee of a party to this agreement with authorization by such party to perform work or otherwise use the files which are the subject matter of this agreement under the terms and conditions of this agreement shall use any computer file in the development of a map product that is in violation of the authorized uses assigned to the computer file classification.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this amendment to the agreement of March 6, 2003 effective on the day and year first above written.


CITY OF COLUMBIA

  
William Watkins,  
City Manager


ATTEST:

  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
City Counselor - Fred Boeckmann

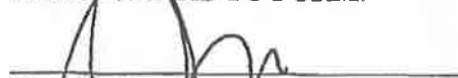
BOONE COUNTY, MISSOURI

  
Kenneth M. Pearson,  
Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

APPROVED AS TO FORM:

  
County Attorney

BOONE ELECTRIC COOPERATIVE

Joe Bellard  
Chairman, Board of Directors

ATTEST:  
Walter K. Maul  
Secretary, Board of Directors

Deane County:  
CERTIFICATION:  
I certify that this contract is within the  
purpose of the appropriation to which it is  
to be charged and there is an unencumbered  
balance of such appropriation sufficient  
to pay the costs arising from this contract.  
No encumbrance required 1/15/08  
Auditor W. Coy Date