

MEMORANDUM
ASSESSOR DEPARTMENT
COUNTY OF PLACER

TO: Honorable Board of Supervisors
FROM: Bruce Dear, Assessor *BD*
DATE: August 3, 2007
SUBJECT: Approve Placer County/City of Rocklin Memorandum of Understanding

ACTION REQUESTED

Approve the attached Memorandum of Understanding with the City of Rocklin for parcel base updating and maintenance responsibilities within the City limits of Rocklin. The MOU is a cooperative arrangement for coordination and sharing of GIS parcel data that avoids duplication of certain updating activities.

BACKGROUND

Staff with the Placer County Assessor have been updating and maintaining a GIS Base map covering the county for the past three years. During this time, the City of Rocklin also developed a GIS Base map covering their jurisdiction, but update and maintenance responsibility have been performed by outside consultants. Since updating a GIS base map is time consuming and expensive to keep current, Placer County and the City of Rocklin agree that it's in the public's best interest to merge their two parcel base maps and begin sharing certain parcel base data.

FISCAL IMPACT

Approval of this agreement will result in no increased cost to the County of Placer or City of Rocklin. Current Assessor Department procedures for updating the base map will not change. The City of Rocklin will receive the parcel updates to the base map from the County, in exchange for several parcel data elements essential to the County Assessor's statutory responsibilities. The method for exchanging this information improves over current methods, saving both jurisdictions time and money.

RECOMMENDATION

It is, therefore, recommended that your Board approve the Memorandum of Understanding with the City of Rocklin, for Parcel Base Update, Maintenance and Data Exchanging.

BMD/GP

Attachments:

Memorandum to Bruce Dear
Risk Management Contract Review
Original City Council Signed MOU

CONTRACT REVIEW

07-193

CONTACT THE DIVISION OF RISK MANAGEMENT WITH ANY QUESTIONS

Phone: 886-2600 Fax: 886-2609

To: Maryellen Peters	From: Gary Powell, Assessment Manager
Dept.: CEO Annex/Risk Management	Dept.: Assessor
Phone: (530) 886-2612	Phone: (530) 889-4321
Fax: (530) 886-2609	Fax: (530) 889-4305
Date: July 30, 2007	# of pages: 7

PLEASE ATTACH A COPY OF THE ENTIRE CONTRACT AND PROVIDE THE FOLLOWING:

SUBJECT OF CONTRACT:

Placer County/City of Rocklin GIS Base Map Updating
Memorandum of Understanding

RECEIVED
JUL 31 2007
PLACER COUNTY ASSESSOR

SUBMITTED BY: Gary Powell
(Dept./Div.) Assessor/Property Assessment

CONTACT PERSON: Same
EXT.: 4321

- Hold Harmless Language is located on PAGE(S): 3 & 4
- Insurance Language is located on PAGE(S): 4 & 5
- Other sections to be reviewed are on PAGE(S):

(Attach additional pages if needed)

Rev -

— FOR RISK MANAGEMENT USE ONLY —

07-193

Date Submitted: 7/30/07

Date Reviewed: 7/30/07

Revisions Required and Noted.
Resubmit Revised Contract to RM&T.

Approved. No Revisions.

Comments: _____

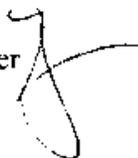
➤ Date returned: 7/31/07

➤ By: JIM KOTEY

7/30/07
w/kamp

MEMORANDUM
ASSESSOR DEPARTMENT
COUNTY OF PLACER

TO: Bruce Dear, Assessor

FROM: Gary Powell, Assessment Manager 

DATE: August 2, 2006

SUBJECT: Board Agenda Item for August 28, 2007- Rocklin MOU

The Rocklin Memorandum of Understanding is now ready for presentation to the Board of Supervisors. On July 31, 2007, Risk Management provided us with the final approval needed to move forward with the MOU version previously approved by the Rocklin City Counsel on April 10, 2007.

The Roseville MOU was originally prepared for the BOS agenda as a department item and was later moved to the consent agenda. For this reason I have gone ahead and prepared the Rocklin MOU agenda documentation as a consent item.

These documents are attached for your review and signature.

cc: Kristen Spears, Assistant Assessor

RESOLUTION NO. 2007-86

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
RESCINDING RESOLUTION NO. 2006-364 AND
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING FOR PARCEL BASE GIS

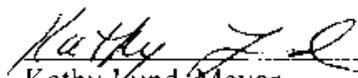
The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin hereby rescinds Resolution No. 2006-364.

Section 2. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Memorandum of Understanding for parcel base GIS update and maintenance with County of Placer in the form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 10th day of April 2007, by the following roll call vote:

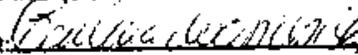
AYES: Councilmembers: Storey, Yuill, Magnuson, Lund
NOES: Councilmembers: None
ABSENT: Councilmembers: Hill
ABSTAIN: Councilmembers: None


Kathy Lund, Mayor

ATTEST:


Barbara Ivanusich, City Clerk

The foregoing instrument is a correct copy of the original document on file in this office.

Attest: 
City Clerk, City of Rocklin

e:/clerk/reso/(MOU Placer County GIS)/(CVH)2/24/2000

MEMORANDUM OF UNDERSTANDING
Between The County of Placer And The City of Rocklin
For Parcel Base GIS Update and Maintenance

This memorandum of understanding (hereinafter "MOU") is entered into this 10th day of April, 2007, between the County of Placer, a political subdivision of the State of California (hereinafter "PLACER") and the City of ROCKLIN, a municipal corporation (hereinafter "ROCKLIN").

I.
RECITALS

WHEREAS, California Government Code Section 6502, et seq. authorizes public entities, including counties and cities to enter into agreements for their mutual benefit; and

WHEREAS, PLACER and ROCKLIN (hereafter referred to collectively as the "Parties", or each individually as a "Party") have a mutual interest in developing and maintaining accurate and current geographic information about PLACER and ROCKLIN; and

WHEREAS, PLACER and ROCKLIN recognize that a county-wide Geographic Information System (hereinafter "GIS") will benefit the citizens of PLACER and ROCKLIN by improving the efficiency and effectiveness of local government; and

WHEREAS, the purpose of this MOU is to memorialize an agreement and understanding of the Parties hereto with respect to the roles and responsibilities concerning maintenance of the parcel base geographic information system (hereinafter referred to "Parcel GIS") within the city limits of ROCKLIN; and

WHEREAS, PLACER has a county-wide GIS parcel base ("County GIS"), which is being maintained and updated by the PLACER County Assessor ("PLACER Assessor"); and

WHEREAS, ROCKLIN has a GIS parcel base ("City GIS") covering the area within its city limits, which is being maintained and updated by ROCKLIN'S outside consultant; and

WHEREAS, the Parties intend through this MOU to merge their separate GIS parcel bases, as well as the responsibility for its maintenance and update; and

WHEREAS, the Parties believe it to be in their best interest, as well as the public's best interest to enter into a cooperative arrangement for the coordination and sharing of

certain GIS parcel base data that avoids duplication of maintenance and update activities, and preserves uniformity between the two parcel bases; and

NOW THEREFORE, in consideration of the mutual promises of performance set forth herein, the Parties agree as follows:

**II.
UPDATE RESPONSIBILITIES DEFINED**

1. **Parcel Base/Parcel Line and Polygon maintenance and update:** The PLACER Assessor will update all parcel lines and polygons within the city limits of ROCKLIN on the County GIS.
2. **Assessor Parcel Number (APN) maintenance and update** Based on all updates and changes to the County GIS the PLACER Assessor will create and enter all new APNs associated with any updates.

**III.
FREQUENCY/METHOD OF DATA EXCHANGE DEFINED**

1. ROCKLIN will provide the following updates to the Assessor each month, by way of the ROCKLIN file transfer protocol (FTP) site. The updates will be posted and available to the Assessor by the fifth of each month.
 - a. Property Situs Addresses,
 - b. Zoning,
 - c. Building Permit Activity,
 - d. Business License Activity, and
 - e. Digital Recorded Map Images.
2. PLACER will provide the following updates to ROCKLIN each month, by way of the ROCKLIN FTP site. The updates will be posted and available to ROCKLIN by the fifth of each month.
 - a. ROCKLIN base map changes and
 - b. ROCKLIN public data elements from the Assessment Roll.
3. PLACER and ROCKLIN agree not to post to their respective Internet websites or share with third parties property owner names and/or mailing addresses received from the Assessor Property System Database, as required by statutes of confidentiality contained in Government Code Section 6254.21.

**IV.
ADDITIONAL AGREEMENTS**

1. **Cost Sharing:** PLACER will be responsible for all costs arising out of update and transmission responsibilities as defined in Sections II and III of this

MOU. ROCKLIN will be responsible for all costs arising out of update and transmission responsibilities as defined in Sections II and III of this MOU.

2. **Statement of Intent:** The Parties intend to have PLACER assume responsibility of Parcel GIS maintenance and update for a continuous Parcel GIS layer for PLACER unincorporated area and ROCKLIN city limits.
3. **Resolutions of disagreements:** In the event that either Party is dissatisfied with this MOU, that Party shall give written notice to the other Party pursuant to IV.12 of this MOU. The Parties agree to meet within thirty (30) business days of receipt of written notice to resolve the problem. In the event the Parties are unable reach resolution, the matter shall be referred to the PLACER CEO and ROCKLIN City Manager.
4. **Hold Harmless and Indemnification:** ROCKLIN hereby agrees to protect, defend, indemnify, and hold PLACER free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the MOU. ROCKLIN agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of ROCKLIN. ROCKLIN also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against ROCKLIN or PLACER or to enlarge in any way ROCKLIN'S liability but is intended solely to provide for indemnification of PLACER from liability for damages or injuries to third persons or property arising from ROCKLIN'S performance pursuant to this MOU. Likewise, PLACER hereby agrees to protect, defend, indemnify, and hold ROCKLIN free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by ROCKLIN arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of ROCKLIN) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the MOU. PLACER agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of PLACER. PLACER also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any

cause of action in favor of any third party against PLACER or ROCKLIN or to enlarge in any way PLACER'S liability but is intended solely to provide for indemnification of ROCKLIN from liability for damages or injuries to third persons or property arising from PLACER'S performance pursuant to this MOU.

5. **Insurance:**

a. Certificate of Insurance: ROCKLIN shall file with PLACER concurrently with execution of this MOU a Certificate of Insurance, in companies acceptable to PLACER. Likewise, PLACER shall file with ROCKLIN concurrently with execution of this MOU a Certificate of Insurance, in companies acceptable to ROCKLIN.

b. Worker's Compensation and Employers Liability Insurance: Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's general liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease. The parties each acknowledge that the other is self-insured up to a retention amount. Each party shall list the other as an additional insured.

If there is an exposure of injury to ROCKLIN'S or PLACER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

ROCKLIN'S Worker's Compensation policy shall be endorsed with the following specific language: "Cancellation Notice: This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

PLACER'S Worker's Compensation policy shall be endorsed with the following specific language: "Cancellation Notice: This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the City of Rocklin."

6. **Term of MOU:** This MOU shall be effective as of the date signed by the authorized representative of the Parties and shall remain in effect until termination has been agreed upon by both Parties.
7. **Amendments:** Any amendments to this MOU must be in writing, executed by both Parties, and approved by ROCKLIN City Council and PLACER Board of Supervisors.

8. **Annexations/Detachment:** Any adjustments to the common ROCKLIN/PLACER boundary will automatically include/exclude all properties affected by the boundary change. This shall take place upon the effective date of the Tax Rate Area change as processed by the State Board of Equalization each year.
9. **General Provisions:**
 - a. Each Party understands and agrees that there is no agency relationship between the Parties. It is further understood and agreed by the Parties that the employees of each party shall continue to be entirely and exclusively under the directions, supervision and control of the employing party.
 - b. As used in this MOU, the term PLACER means Placer County or its officers, agents, employees, volunteers and elected or appointment officials. Likewise, the term ROCKLIN means the City of Rocklin or its officers, agents, employees, volunteers and elected or appointed officials.
10. **Termination:** Any Party may terminate all obligations and duties agreed to in this MOU by providing to the other Party not less than 120 days advance written notice of termination prior to each fiscal year.
11. **Legitimate Governmental Use of Data:** A Party may only use the data supplied by the other Party solely for legitimate governmental uses and purposes.
12. **Notice:** Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and shall be given to the Party at its address or facsimile number set forth below, or such other address or facsimile number as the Party may later specify for that purpose by notice to the other Party. Each notice shall, for all purposes, be deemed given and received:
 - (1) If given by facsimile, when the facsimile is transmitted to the Party's facsimile number specified below and confirmation of complete receipt is received by the transmitting Party during normal business hours or on the next business day if not confirmed during normal business hours;
 - (2) If hand-delivered to a Party against receipted copy, when the copy of Notice is receipted;
 - (3) If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the Party; or;

(4) If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the Party specified below:

ROCKLIN: City of ROCKLIN
3970 Rocklin Road
ROCKLIN CA 95677
Phone: 916-625-5560
Fax: 916-625-5561

PLACER: Community Resource Development Agency
3091 County Center Dr.
Auburn, CA 95603
Phone: 530-745-3000
Fax: 530-745-3080

Or to such other place as party shall designate by written notice.

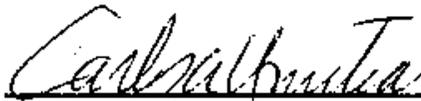
13. **Entire Agreement:** This MOU sets forth the entire agreement among the parties and supersedes all other oral or written representations.
14. **Disclaimer of Liability:** No Party is liable to any other Party for loss or inaccuracy of GIS data. Each Party is encouraged to have current backup storage for all compiled GIS data and other relevant information. Further, no Party is liable to any other Party for any damage to information or equipment that results from the transfer of data from one medium to another. Each Party shall each hold each other harmless for any incidental, consequential or special damages arising out of the use, or the inability to use any data (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings or the cost of computer equipment or software).

Each Party accepts the GIS data "as is", with no guarantee or warranty of accuracy, currency, completeness, or fitness for any use. No oral or written information, or advice given by either Party, shall be construed as a warranty, express or implied. While all due efforts will be made to assure that the data conforms to documented specifications of accuracy and completeness, no Party will make demands on the other if errors or omissions are found.

IN WITNESS WHEREOF, the City of ROCKLIN, a municipal corporation, has authorized the execution of this MOU in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 2007-86, adopted by the Council of the City of ROCKLIN on the 10th day of April, 2007, and PLACER has caused this MOU to be executed.

CITY OF ROCKLIN, a municipal corporation

COUNTY OF PLACER COUNTY, a political subdivision of the State of California

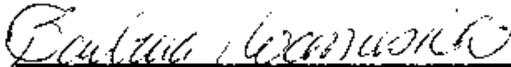


Carlos Urrutia
City Manager

Chairman
Board of Supervisors

ATTEST:

ATTEST:



Barbara Ivanusich
City Clerk

Clerk of the Board

PLACER COUNTY ASSESSOR



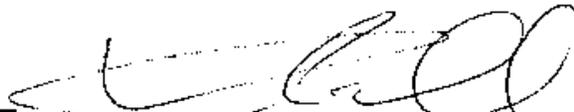
Bruce Dear
County Assessor

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Russell Hildebrand
City Attorney



Karin E. Schwab
Deputy County Counsel

