

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into on the effective date of the ESRI Regional Government Enterprise Agreement (EA) entered into by:

Hancock County Government, 111 S American Legion Pl, Suite 217, Greenfield, IN 46140 and

The City of Greenfield, 10 S State St, Room 111, Greenfield, IN 46140

Purpose

The purpose of this MOU is to establish a good faith foundation between Hancock County Government and the City of Greenfield (hereafter referred to as Parties) for future collaborative efforts related to Geographic Information Systems (GIS) that are mutually beneficial. The Parties agree to generally work together in a cooperative and coordinated manner to achieve each Party's individual goals and the collective goals of the partnership.

This MOU is designed to detail the specifics of the working relationship between the Parties to the mutual benefit of the Parties and the communities they serve. It also details the allocation of specific resources from the EA to the Parties. This MOU does not bind Parties to any legal obligations.

Duration of MOU

This MOU becomes effective on the date it is signed by both Parties or the effective date of the EA that Hancock County has entered with ESRI if it hasn't taken effect before both Parties sign this MOU. It remains in force unless explicitly terminated, in writing by either party.

Roles and Responsibilities

Both Parties will make two staff available for Tier I support as defined in section 5a of the EA. Due to the technical nature of the implementation of the EA, it's suggested one staff have an Information Technology (IT) background and affiliation and the other staff member have a GIS background.

Hancock County will create an ArcGIS online group within its ArcGIS online account called 'City of Greenfield' (hereafter referred to as 'Group'). Hancock County will grant administrator status to the two City of Greenfield employees designated as Tier I support over the Group. Hancock County will transfer 12,500 ESRI Service Credits to one of the City of Greenfield administrators for the cities exclusive use and distribution to users in the Group in ArcGIS Online. The transfer of service credits will occur on an annual basis, generally around the time annual maintenance is due to ESRI for continued use of the EA. The City of Greenfield is solely responsible for the administration of the Group.

If Hancock County must take Global administrative action that effects the Group, then it will notify Group administrators at least five business days beforehand and take any agreed upon measures determined by both Parties if needed.

Both Parties have unlimited licenses for all ESRI products listed in Table A – List of Products under Uncapped Quantities. They may install, configure, and use all ESRI software as they see fit so long as said use doesn't violate the terms of agreement listed in the EA.

Parties may negotiate what products listed under Limited Quantities in Table A of the EA are made available to each on an annual basis. This MOU will be updated to reflect agreed upon changes. If an agreement between the parties isn't reached, then the following will apply. The City of Greenfield has exclusive access to the following software and services listed under Limited Quantities in Table A – List of Products in the EA.

- 1 ArcGIS CityEngine Single Use License available to City of Greenfield
- 84 ArcGIS Online Viewer accounts available to City of Greenfield
- 84 ArcGIS Online Creator accounts available to City of Greenfield
- 84 ArcGIS Enterprise Creator accounts available to the City of Greenfield
- 2 ArcGIS Insights in ArcGIS Enterprise available to City of Greenfield
- 2 ArcGIS Insights in ArcGIS Online available to City of Greenfield
- 17 ArcGIS Location Sharing User Type Extensions (Enterprise) available to City of Greenfield
- 17 ArcGIS Location Sharing User Type Extensions (Online) available to City of Greenfield
- 4 ArcGIS Advanced Editing User Type Extensions available to City of Greenfield
- 2 ESRI User Conference registrations available to City of Greenfield

The remaining software and services are for the exclusive use of Hancock County. Either party may make some of their resources listed in Table A available to the other party at their discretion.

In accordance with section 7.2 of the EA, Parties will track the deployment of ESRI software and services using a tracking system the Parties have mutually agreed upon. Hancock County will report deployments to ESRI at the times detailed in the EA.

The Hancock County GIS Coordinator will serve as the 'central point of contact' for orders and delivery as detailed in section 8.2a of the EA.

Tier I support personnel will collaboratively seek to resolve user and software issues before contacting Tier II support (ESRI).

Resources

To further the collaborative relationship between the Parties, the Parties agree to provide the following resources:

Hancock County will fund two-thirds of the annual \$58,500 maintenance cost of the EA, \$39,000.

The City of Greenfield will fund one-third of the annual \$58,500 maintenance cost of the EA, \$19,500.

Hancock County will pay ESRI the full \$58,500 when it comes due annually. Hancock County will invoice the City of Greenfield in the amount of \$19,500 for partnership in ESRI Regional Government EA within thirty business days after sending payment to ESRI. The City of Greenfield will pay Hancock County within thirty business days after receiving the invoice from Hancock County.

Parties will make facilities available for collaborative meetings and/or training if facilities are available.

Special Provisions

In the event Tier I support personnel identify a training gap in GIS and/or IT staff they are unable to meet they may request funding for formal training from Parties. Parties may fund training at their discretion.

In the event formal training is funded by one or both parties, said training will be made available to staff of both Parties.

Parties retain sole authority over the GIS data they maintain. Nothing in this MOU or EA with ESRI obliges either Party to provide read access or editing right to their organizations GIS data. Parties may, at their discretion, provide read access and/or edit rights to their GIS data. In support of the good faith foundation of this agreement, both parties will make a reasonable effort to provided read access to GIS data that isn't exempt from disclosure under IC 5-14-3-4. Parties may also mutually agree to co-maintain certain GIS data layers though nothing in this MOU compels them to do so.

Amendments

The terms of this MOU may be amended upon written approval by both Parties and their designated representatives.

Terms and Conditions

This MOU becomes effective on the date it is signed by both Parties or the effective date of the EA that Hancock County has entered with ESRI if it hasn't taken effect before both Parties sign this MOU. It remains in force unless explicitly terminated, in writing by either party.

Parties will review this MOU at a minimum, once of every three years when the EA contract with ESRI expires.

Either Party may terminate this MOU by means of signing a termination addendum upon 30 days' written notice to the other party.

Signatures



Bill Spalding, President Hancock County Board of Commissioners

Date: 17 Sep 2024

Guy Titus, Mayor

Larry Breese, BOW member

Kathy Locke, BOW member

Glenna Shelby, BOW member

Brent Robertson, BOW member

Attest:

Lori Elmore

Date:

FILED

SEP 10 2024

Debra A. Carnes
Auditor of Hancock County