

MONTEREY COUNTY TAX PARCEL RECORDS
GIS Data Development
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
COUNTY OF MONTEREY
AND
PARTNER AGENCIES

This Memorandum of Understanding (MOU) is entered into by and between the **County of Monterey** (“County”) and [_____] (“Partner Agency”) for the purpose of defining their relationship relating to the maintenance and sharing of tax parcel records for real property within the geographical area of the County of Monterey, California. This MOU is effective as of the last date opposite the respective signatures below.

I. Mission

The mission of the partnership under this MOU is to improve data quality, increase efficiency, and to provide better service to County and Partner Agency constituents.

II. Purpose and Scope

The activities, processes and efforts under this MOU are meant to:

- A. Promote collaboration in a digitally enabled data development environment;
- B. Utilize ArcGIS Enterprise, a Geographic Information System (GIS), as the common platform for the development, use, and distribution of tax parcel data; and
- C. Establish efficient processes for the storage, development, quality control and maintenance of Monterey County tax parcel records.

III. Responsibilities

The County and Partner Agency will or have implemented ArcGIS Enterprise and will strive to reach, to the best of their ability, the terms and provisions of this MOU.

A. The County agrees to:

- 1. Accept responsibility for funding, staffing and system administration, and maintenance of the County’s ArcGIS Enterprise platform to ensure effective peer-to-peer collaboration with Partner Agencies’ ArcGIS Enterprise platforms;
- 2. Grant Partner Agency access to update the tax parcel records of properties within their jurisdictional limits; and
- 3. Maintain accessibility and security to data and applications on the County’s ArcGIS Enterprise platform, such as who will access the data and level of security given.

B. Partner Agency agrees to:

1. Accept responsibility for funding, staffing, system administration and maintenance of their agency's ArcGIS Enterprise platform to ensure effective peer-to-peer collaboration with the County's ArcGIS Enterprise platforms;
2. Perform updates to tax parcel records of properties within their jurisdiction to ensure the efficient workflow of their permitting process;
3. Maintain Partner Agency processes related to procedural requirements, training staff, importing and reviewing data; and
4. Accept responsibility for themselves and their employees, agents, contractors and assigns to ensure the data provided is not shared or sold with the public or other entities.

C. The County and Partner Agency will designate individuals to serve as Contact Persons specific to this MOU.

1. The Contact Persons for each party shall be responsible for ensuring that data is used and disclosed in accordance with this MOU.
2. The Contact Persons will also be charged with monitoring the processes of this MOU to ensure mission success.
3. The County Contact Person will organize monthly meetings with all Partner Agency Contact Persons to discuss progress and performance, as well as address any issues blocking progress or efficiency of processes under this MOU.

IV. Standards and Practices

- A. The County and Partner Agency agree to respect and maintain the standards of geometric accuracy and data format as defined by the California State Board of Equalization, <https://www.boe.ca.gov/proptaxes/pdf/ah215.pdf>, as may be amended from time to time and incorporated by this reference.
- B. The County and Partner Agency agree to adhere to standards and practices provided as appendices to this MOU which are attached and incorporated by this reference as Appendix/Appendices (*list Appendix/Appendices which the County and Partner Agency agree to adhere to) and as may be modified pursuant to Section V.B. Modifications and Amendments below.
- C. **CHECK IF APPLICABLE:** ____ The County and Partner Agency understand and agree that Partner Agency shall have "read only" access to the County's ArcGIS Enterprise, a Geographic Information System (GIS) platform relating to the maintenance and sharing of tax parcel records for real property within the geographical area of the County of Monterey. In the event Partner Agency will have access beyond "read only" to the County's ArcGIS platform, the standards referenced in Section IV.A. and Section IV. B. and in said Appendix/Appendices, as may be amended from time to time per Section V.B. Modifications and Amendments below, shall apply to Partner Agency.

V. Terms of Understanding

A. Duration.

1. This MOU shall remain in effect until terminated in writing consistent with the terms of this MOU. A writing shall be defined to include electronic mail and facsimile communications.

B. Modifications and Amendments

1. This MOU may be modified and amended, and appendices may be added at any time by the mutual written consent of Partner Agency.
2. Modifications and amendments shall have no force and effect unless such modifications and amendments are in writing and signed by an authorized representative of each Partner Agency and County.
3. As modifications and amendments are entered into, conformed copies will be distributed to then current parties to this MOU.

C. Termination

1. No Partner Agency shall withdraw from this MOU without providing sixty (60) days written notice to the County.
2. The County may terminate the participation of a Partner Agency to this MOU if a Partner Agency breaches this MOU by failure to comply with the terms and provisions herein, including by failure to monitor the activities of any contractors, subcontractors, agents or assigns entrusted with duties under this MOU. The County will provide written notice to the breaching Partner Agency within a reasonable time of discovery of the breach. The breaching Partner Agency shall have ten (10) calendar days from the date of the notice to cure the breach. If the breaching Partner Agency fails to commence to cure the breach by the close of business on the 10th calendar day, the MOU may be terminated immediately as to the breaching party. County shall thereafter provide written notice confirming termination.

D. Liability

1. The County and Partner Agencies agree to assume the risks incumbent to sharing data consistent with this MOU and agree to hold each other harmless should any act performed pursuant to this MOU cause damage or loss to another party to this MOU, unless the damage or loss results from that parties' gross negligence. The parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees, contractors, agents and assigns to the extent allowable by law, and will not seek financial contributions from the other parties for such acts or omissions.

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2. This GIS data is provided "AS IS." The County of Monterey (COUNTY) makes no warranties, express or implied, including without limitation, any implied warranties of merchantability and/or fitness for a particular purpose or use, regarding the accuracy, completeness, value, quality, validity, merchantability, suitability, and/or condition, of the GIS data. The COUNTY also specifically does not guarantee that the information is free from harmful effects or viruses and that it will not harm the users' computer. By using this GIS, the parties hereto and any end users of those parties accept sole responsibility for ensuring the protection of their own computer equipment and specifically assume the risk of using the data and hold COUNTY harmless from any damage or liability that might ensue due the use of the data. The Partner Agency acknowledges and shall notify all end users of said data that, "Current public primary information sources should be consulted for verification of the data and information contained herein." Since the GIS data is dynamic, it will by its nature be inconsistent with the official COUNTY assessment roll file, surveys, maps and/or other documents produced by the County Office of the Assessor, the County Surveyor, and/or other relevant County Offices. Any use of COUNTY's GIS data is done exclusively at the risk of the party making such use."

VI. Miscellaneous

- A. Electronic signatures. The parties to this MOU consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- B. Counterparts. The parties to this MOU understand and agree that this MOU can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- C. Delivery by E-Mail or Facsimile. Executed counterparts of this MOU may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party/parties in person.

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VII. Parties

A. Contact Persons

	Contact Person	Contact Information
County of Monterey ITD	Jackie Estrada GIS Analyst II	estradajl@co.monterey.ca.us 831-755-5854
County of Monterey Assessor-Clerk Recorder’s Office	Sean Gomes Departmental Information Systems Manager II	gomess@co.monterey.ca.us (831) 784-5920
Organization	Name Title	Email Phone Number

B. Authorization

The individuals executing this MOU on behalf of the parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said party.

This MOU shall become effective as of the last date opposite the respective signatures below and shall continue in effect until this MOU is modified or terminated by the parties.

County of Monterey:

Assessor-Clerk Recorder’s Office [NAME], Assessor	Signature/Date:
Office of the County Counsel Approved as to form. [NAME], Deputy County Counsel	Signature/Date:

Partner Agency:

[Partner Agency Name] [Partner Agency Signatory] [Signatory Title]	Signature/Date:
Approved as to form. [Counsel, if Applicable] [Counsel Title, if Applicable]	Signature/Date:

Appendices