
RAMSEY COUNTY GIS USER GROUP

An alliance of communities sharing Geographical Information Systems

Meeting Minutes
2:00 – 4:00 PM, May 5, 2011
Shoreview City Hall, 4600 Victoria St N

1. Introductions

Matt Baker, City of Shoreview
Melissa Baker, Capitol Region Watershed District
Stephen Baker, Ramsey County
Chad Bergo, City of Maplewood
Brian Jastram, Mississippi Watershed Management Organization
Deb Jones, City of Falcon Heights
Joel Koepp, City of Roseville/City of North St. Paul
Carrie Mack, Ramsey Washington Metro Watershed District
Curt Peterson, Ramsey County
Jolinda Stapleton, City of Roseville
Jan Vanderwall, Roseville School District

Meeting was called to order by Matt Baker at 14:08.

2. Additions or Corrections to the Agenda

Agenda approved by consensus.

3. Approval of March 31, 2011 Meeting Minutes.

Minutes approved by consensus.

4. User Group Joint Powers Agreement (JPA) Revisions

The Executive Board met after the March 31, 2011 meeting to review the JPA. Please see attached JPA for those revisions.

All revisions were discussed by the Group. The most notable revisions include:

- The elimination of Non-Paying Affiliate membership. As non-paying affiliates do not pay any membership fees, retain no voting rights, cannot serve on the Board, and have no access to data. The purpose and benefits of this type of membership were unclear to present Members.
- Changing Paying Affiliate membership to Affiliate membership.
- Change in quorum from one-half attendance of full membership to 40%.
- Elimination of time constraints in Article VI: GIS Data to be Supplied by Ramsey County, Section 6.

There was further discussion on Non-Profit Organization membership. It was noted that with the advancement of technology and availability of data to the general public, these organizations are not

Chair

Matt Baker
mbaker@shoreviewmn.gov

Vice Chair

Joel Koepp
joel.koepp@ci.roseville.mn.us

Secretary

Melissa Baker
melissa@capitolregionwd.org

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requesting membership. Some Members voiced opinions on eliminating this type of membership because the User Group has never had a formal request for membership and that the Non-Profit Organizations who have expressed interest would not or could not afford to pay based on the current fee structure. Currently Non-Profit Organizations do not receive a discount on their annual fees.

It was noted that the current User Group fee structure is based on population (the fee structure will be discussed/reviewed at the July/August meeting). There was discussion that Non-Profit fee should not be based on population but perhaps their service area or jurisdictional area. It was expressed that a larger discussion on non-profits needs to occur. This discussion will tentatively occur at the July/August User Group meeting.

5. Data Distribution Update

Matt Koukol was not available to update the group.

6. Ramsey County Data Updates

Curt Peterson informed the group that the monthly updates would be available on the FTP site on May 6th. He also noted that the homestead status in the GRM may be corrupt.

7. Community Announcements

Jolinda Stapleton noted that the search by address function is now working in Pictometry online.

8. Agenda for June 2, 2011 Meeting

Active Living Ramsey County Mapping Portal Demonstration, Revised JPA. July/August meeting: User Group Fee Structure, Non-Profit Organization Membership.

9. Adjourn

The meeting was adjourned at 15:43.

The next meeting will be on Thursday June 2nd, tentatively from 14:00-16:00, at the Shoreview City Hall.

Minutes submitted by Melissa Baker, Secretary.

Chair

Matt Baker

mbaker@shoreviewmn.gov

Vice Chair

Joel Koepp

joel.koepp@ci.roseville.mn.us

Secretary

Melissa Baker

melissa@capitolregionwd.org

JOINT POWERS AGREEMENT

AMONG

MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

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This JOINT POWERS AGREEMENT (Agreement), which shall have an effective date of January 1, 2012, is entered into pursuant to the provisions of Minnesota Statutes Section 471.59 between _____ body politic and corporate under the laws of the State of Minnesota and other bodies politic and corporate under the laws of the State of Minnesota for the purposes of forming the Ramsey County Geographic Information System Users Group hereinafter referred to as the Users Group.

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ARTICLE I. INTENT OF THIS AGREEMENT:

In 1995, an alliance was formed between public agencies interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to enable those parties who are part of the Users Group to be represented by the Users Group for the purposes of undertaking negotiations and transactions with Ramsey County and any other body politic.

ARTICLE II. DEFINITIONS:

Section 1. **Members** are deemed to be those local units of government, special purpose government units, ~~and~~ local agencies ~~who~~ have executed this Joint Powers Agreement and have paid fees as provided in Article X.

Deleted: and the Ramsey Conservation District

Section 2. **Affiliates** are those county, regional, state and federal agencies, local government organizations with regional jurisdiction, local government cooperative organizations, non-profit organizations, and educational institutions with direct or indirect involvement in GIS activities that have paid fees as provided in Article X. Paying Affiliate membership must be approved by the Board. ~~Affiliates are~~ nonvoting participants and are not eligible to serve on the Board.

Comment [mb1]: If Affiliates sign a separate agreement with the Users Group, should they still be included in this JPA?

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ARTICLE III. USER GROUP STRUCTURE:

Section 1. The Users Group will be governed and managed by a Board of Directors (Board).

Section 2. One Director will represent each Member organization. Each Member organization shall appoint a Director to serve on the Board. An organization may also choose an ~~Alternate~~ Director. An organization ~~shall~~ notify the ~~Board~~ in writing if the ~~Director or~~ ~~Alternate Director~~ changes.

Deleted: Section 3. **Non-Paying Affiliates** are those representatives of county, regional, state and federal agencies, local government organizations with regional jurisdiction, local government cooperative organizations, non-profit organizations and educational institutions with direct or indirect involvement in GIS activities. Private sector entities who are contracted to perform GIS-related tasks for a Member can also join as a Non-Paying Affiliate. Regular Affiliate membership must be approved by the Board. Non-Paying Affiliates are non-voting participants are not eligible to serve on the Board, do not pay membership or fees as described in Article X, and are not entitled to data access and exchange detailed in this agreement. ¶

Section 3. The Board shall also have the following officers: a Chair, Vice Chair, Secretary, and Treasurer.

Section 4. These officers are elected annually by the Board.

Section 5. These officers are undertaken on a voluntary basis without pay.

Section 6. A quorum will consist of at least 40% ~~attendance~~ of full membership of the Board.

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Section 7. Decisions will be made by majority of the quorum

ARTICLE IV. DUTIES OF THE BOARD OF DIRECTORS:

Section 1. The Board shall meet at least two times per year.

Section 2. The Board shall conduct an organizational meeting no later than 30 days after the effective date of this Agreement. The meeting will be called for the purposes of electing the officer positions of Chair, Vice Chair, Secretary, and Treasurer. This meeting will

allow the adoption of by-laws and other procedures governing the conduct of its meetings and its business as it deems appropriate. This meeting will also be called by the Board to determine the Users Group Budget, review the operating procedures within this Agreement, and approve agreements with Ramsey County for the purposes of GIS data exchange, data access, data delivery, and the updating of physical features.

Section 3. The Board shall approve and adopt the formula for the distribution of costs associated with access to Ramsey County GIS data and for the updating of physical features. This formula shall be reviewed annually by the Board.

Section 4. The Board shall arrange for and facilitate regular meetings of the Users Group and for Users Group activities.

Section 5. The Chair presides at meetings of the Board. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.

Section 6. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.

Section 7. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.

Section 8. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 9. The Board may:

- (i) ~~Enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law.~~ Deleted: e
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- (ii) ~~Provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;~~ Deleted: p
- (iii) ~~Employ such persons as it deems necessary on a part-time, full-time, or consultancy basis;~~ Deleted: e
- (iv) ~~Purchase, hold, or dispose of real and personal property;~~ Deleted: p
- (v) ~~Contract for space, commodities or personal services with a Member or group of Members;~~ Deleted: c
- (vi) ~~Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.~~ Deleted: a
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- (vii) ~~Appoint a fiscal agent.~~ Deleted: a
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ARTICLE V. NEW MEMBERS:

Section 1. Those units of government who are not part of this initial Agreement may join as Members or Affiliates of the Users Group at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign the current Agreement.

Section 3. The New Members and Affiliates will pay the current one-time membership fee and the data exchange fee due for the year in which the New Member or Affiliate is joining as set by the Board in Article IV, Section 4, as calculated by the current formula. Fees will not be pro-rated for New Members or Affiliates who join after January 1 of each year. Deleted: Paying
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ARTICLE VI. GIS DATA TO BE SUPPLIED BY RAMSEY COUNTY:

Section 1. It is the intent of this Agreement that the Users Group will negotiate an agreement with Ramsey County for the exchange of County GIS Data with Members and Affiliates at a preferential fee structure. A component of the fees will apply to the maintenance of digital physical features from aerial photography captured. Deleted: Paying
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Section 2. The GIS Data should consist of the following components:

(i) The Ramsey County Digital Base Map as generated and maintained by the County.

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(ii) The Ramsey County Attribute Data Base as generated and maintained by the County.

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(iii) The Physical Features File as generated and maintained by the County.

Section 3. The Board will negotiate on behalf of the Members and Affiliates for the cost and method of access to this data. Prior to each payment to Ramsey County, the Board shall determine whether it is satisfied with the content, accuracy, and timeliness of the data provided to date and make a determination if further payment shall be made.

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ARTICLE VII. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT:

Comment [mb2]: Are Affiliates exempt?

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting parties own use where that GIS data has been in some way derived and developed from the County GIS Data as a result of this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member, any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data deemed by Ramsey County as necessary for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

Section 3. Any costs associated with a Member supplying data to Ramsey County or to any other Member shall be for access and delivery of that data only and not for any costs associated with the development of that data.

ARTICLE VIII. DATA ACCESS AND USAGE:

Section 1. All Members and Affiliates shall have equal rights to access Ramsey County GIS Data.

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Section 2. Data generated by Ramsey County and provided to Members and Affiliates may not be sold in its original form to third party agencies. However, a Member or Affiliate may allow use of the original data by a third party for specific contracted purposes.

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Section 3. Data which results from enhancement by a Member or Affiliate of Ramsey County GIS Data, received pursuant to this Agreement, may be sold or exchanged to a third party.

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Section 4. All Members and Affiliates will adhere to future Users Group license agreements for County or other agency GIS data.

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ARTICLE IX. DATA SECURITY:

All Members and Affiliates of the Users Group agree to abide by the data privacy and data security standards of the supplying agency when using data made available by that agency.

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ARTICLE X. FINANCIAL MATTERS:

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an initial budget and must thereafter adopt an annual budget prior to July 1 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be mailed promptly thereafter to the chief administrative officer of each Member organization.

Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership fees. These costs could include Users Group administrative costs, purchase of liability insurance, and others as appropriate.

Section 4. Membership Fee: New Members and Affiliates shall pay a one-time membership fee of \$500 to the Users Group for the calendar year. The amount of this fee shall be reviewed and set annually by the Board of Directors for new Members and new Paying Affiliates.

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Section 5. Data Access and Physical Features Maintenance Fee: Members and Affiliates shall commit to a three-year payment of data access and physical features maintenance fees, except where limited by State Statutes. Ramsey County will charge the Users Group on an annual basis for unlimited access to the Ramsey County GIS Data. This fee will be paid to Ramsey County by the Users Group on behalf of the Members and Affiliates on an annual basis. The amount to be paid by each Member and Affiliate will be determined by the Board and will be reviewed annually.

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Comment [mb3]: Possibly reword? Somewhat redundant, also the fee is not paid annually.

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Section 6. Special Projects Assessments: Members and Affiliates who wish to enter into special projects and consultations shall present proposals to the Board for review. Examples of special projects could be cooperative training or consortium purchase of software. Upon approval by the Board, those Members and Affiliates who are part of the project will be assessed to meet the cost of the project.

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Section 7. Billings to the Members and Affiliates are due and payable no later than 60 days after the receipt of the annual invoice. In the event of a dispute as to the amount of a billing, a Member or Affiliate must nevertheless make payment as billed to preserve membership status. The Member or Affiliate may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member or Alternative Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group rights to receive payment are not affected by the termination of membership.

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ARTICLE XI. TERM

Section 1. This Agreement shall be in force through December 31, 2014, or until superseded by another agreement.

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Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2014, and be agreed upon and signed on or before December 31, 2014.

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ARTICLE XII. TERMINATION:

Each Member or Affiliate shall have the right to terminate its membership and participation in the Users Group with or without cause by formal resolution of the Member's or Affiliate's organization and communicated to the Board in writing. However, the Member or Affiliate is still obligated to its financial commitments for the year during which termination of membership occurs.

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These commitments include:

(i) Any balance of the Data Access/Physical Features Maintenance Fee. This commitment applies to all Members and Affiliates.

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(ii) Any balance owing on Special Projects Assessments. This commitment applies to Members and Affiliates which have entered into any special project agreement(s). Termination of membership prior to expiration of the Agreement shall make a local unit of government ineligible to re-join as a Member or Affiliate under the current Agreement.

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ARTICLE XIII. DISSOLUTION:

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required Members requesting dissolution of the Users Group.

Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members and Affiliates in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members and Affiliates in direct proportion to their cumulative annual contributions.

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ARTICLE XIV. ACCESS TO DOCUMENTS:

Until the expiration of three years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

ARTICLE XV. HOLD HARMLESS:

Section 1. Each Member or Affiliate agrees to defend, indemnify, and hold the other Members or Affiliates harmless from any claims, demands, actions or causes of action, including reasonable attorneys fees, against or incurred by such other Members or Affiliates, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or Affiliate or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members or Affiliates under the terms of this Agreement.

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Section 2. Nothing in this Agreement shall constitute a waiver by either Members or Affiliates or the Users Group of any limitation of liability under Minnesota Statutes Chapter 466.

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Section 3. Under no circumstances, however, shall a Member or Affiliate be required to pay on behalf of itself and other Members or Affiliates, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member or Affiliate. The limits of liability for some or all of the Members or Affiliates may not be added together to determine the maximum amount of liability for any Member or Affiliate.

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SECTION XVI. EQUAL EMPLOYMENT OPPORTUNITY:

Section 1. The Members and Affiliates and the Users Group agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.

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Section 2. When required by law and requested by the other party, the Users Group shall furnish a written affirmative action plan to the Members and Affiliates.

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SECTION XVII. DATA PRACTICES:

Section 1. All data collected, created, received, maintained, or disseminated for any purpose in the course of either the Member's or Affiliate's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

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Section 2. The Members and Affiliates and the Users Group agree to abide strictly by these statutes, rules, and regulations.

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IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this ____ day of _____,

_____.

ORGANIZATION _____

MEMBER, AFFILIATE _____

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Approved:

By: _____

(Mayor / Chair / President)

By: _____

(City Manager / Administrator)

DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION:

Name: _____

Phone: _____

Email: _____

ALTERNATE DIRECTOR (IF APPLICABLE):

Name: _____

Phone: _____

Email: _____

By: _____

(Chair of Users Group)