

# INTERLOCAL AGREEMENT ESTABLISHING GIS AUTHORITY

(MICHIGAN URBAN COOPERATION ACT 1967)

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 between the following municipal corporations:

The Township of Birch Run  
The Township of Blumfield  
The Charter Township of Bridgeport  
The City of Frankenmuth  
The Township of Frankenmuth  
The Township of Fremont  
The Township of James  
The Township of Jonesfield  
The Township of Kochville  
The Township of Lakefield  
The Village of Merrill  
The Township of Richland  
The Charter Township of Saginaw  
The City of Saginaw  
The County of Saginaw, Michigan  
The Saginaw County Board of Road Commissioners  
The Township of Spaulding  
The Township of St. Charles  
The Township of Swan Creek  
The Township of Thomas  
The Township of Tittabawassee  
The Township of Zilwaukee  
Michigan State University Extension, as ex officio member

## RECITALS

1. The County of Saginaw has begun the development of a Geographic Information System for the County of Saginaw. This Geographic Information System, or (“GIS”) constitutes a valuable tool for various governmental functions, including by illustrations but not limitations: planning and zoning; telecommunications; data processing resources and services; taxation and assessment; and infrastructure development.
2. The parties desire to cooperate in providing GIS services for the municipalities who are parties to this agreement, as well as third parties, and to share the costs of the GIS services on an equitable basis.
3. It is the desire of the parties to maintain control over the GIS system for the benefit of the parties and their respective citizens.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **ESTABLISHMENT.**

The parties hereby agree to establish a Geographic Information System Authority which shall be known as the "Saginaw Area GIS Authority" (Hereafter referred to as "Authority"). Pursuant to MCLA §124.507, the Authority is established as a separate public body corporate.

2. **PURPOSE AND OBJECTIVES.**

Geographic information is critical to maintaining efficient and effective government operations. Decisions require the support of accurate, timely and integrated information about land based issues and other factors. Geographic Information Systems (GIS) consist of automated applications; telecommunications; data processing resources and services; member and community educational programming which uses GIS; the support elements such as funding, personnel, facilities, contracts, training and related services; tabular data and information associated with geographic land based issues.

Maximum benefits and effective use of GIS can only be fully realized through coordinated efforts and sharing of resources. The Authority shall monitor, evaluate and make recommendations to the Authority Board on the needs, direction, priorities, standards, funding and responsibilities for GIS projects and initiatives within the County of Saginaw.

The objectives of the Authority shall include the following:

1. Advise Authority members on issues, problems and opportunities related to GIS planning.
2. Establish a forum at the County level to identify opportunities and to develop and promote initiatives for the application of GIS.
3. Identify, recommend and communicate adequate planning, standards and quality controls for the implementation and operations of GIS in the countywide and local governmental units within the County of Saginaw.
4. Assist Authority members in coordinating the management, application and sharing of GIS resources and services.
5. Inform users of geographic information about the status of GIS activities.
6. Promote the training and use of GIS services and resources.
7. Engage in educational programs regarding GIS for the benefit of the members and the Saginaw County community at large.

3. **ORGANIZATION.**

Each participating unit of government shall appoint a representative and alternate representative to the Authority. These representatives shall constitute the Authority Board of

Trustees in accordance with the By-Laws of the Authority. Each representative shall serve a term of three (3) years. Notwithstanding the above, the initial Board of Trustees shall be composed of staggered terms, as set forth in the attached Schedule 1, with one-third of the Board of Trustees members' terms expiring 1, 2 and 3 years respectively.

The representative may be removed by the appointing governing body at will, during or upon expiration of the board member's term. The Board of Trustees shall annually elect a chairman, vice-chairman, and secretary-treasurer. The Board of Trustees shall have the power to conduct the day-to-day business of the Authority. The Board of Trustees shall meet at least four (4) times per year and shall provide minutes of its meetings to each participating member's appointed representative and alternate.

#### **4. FINANCES.**

The Board of Trustees shall annually prepare a proposed budget for the review by each member unit of government prior to approval by the Board of Trustees. The proposed budget shall show the projected revenues and expenses during the next fiscal year (January 1 thru December 31), and shall be in a form determined by the Board of Trustees.

Budgets and budget amendments shall be reviewed and approved by the Board of Trustees. If for any reason the expenditures exceed the revenue during any fiscal year, the Authority may require a contribution from all member units of government in proportion to the number of tax parcels of a unit of government in comparison to the total number of tax parcels which are contained in all units of government which are members of the Authority. The number of tax parcels shall be determined as of the Tax Day (December 31) of the immediately preceding year.

#### **5. POWERS**

The Authority is hereby authorized to do all things which are necessary to implement the purposes, objectives and provisions of this Interlocal Agreement, including all of the following:

- a. Accept conveyances of real and personal property from any other governmental unit and from private third parties;
- b. Sue and be sued in its own name and plead and be impleaded;
- c. Enter into contracts and other instruments necessary, incidental or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, other interlocal agreements for the joint exercise of powers;
- d. Solicit and accept donations, grants, labor, loans, and other aid from any person, or the federal government, the State of Michigan, or a political subdivision of the State of Michigan, or any agency of the federal government, the State of Michigan, a political subdivision of the State of Michigan, or an intergovernmental entity created under the laws of the State of Michigan;

- e. Procure insurance against loss in connection with the property, assets, or activities of the Authority;
- f. The Board may employ legal and technical experts, other officers, agents, or employees, permanent or temporary, paid from the funds of the Authority. The Board of Trustees may delegate to one or more members, officers, agents or employees any powers or duties which it considers proper.
- g. Contract for goods and services and engage personnel as necessary and engage the services of private consultants, managers, legal counsel, engineers, accountants and auditors for rendering professional financial assistance and advice payable out of any money of the Authority;
- h. Study, develop and prepare the reports or plans the Authority considers necessary to assist it in the exercise of its powers under this Interlocal Agreement and to monitor and evaluate the progress under this Interlocal Agreement;
- i. Do all other things necessary or convenient to achieve the objectives and purposes of the Authority or other laws that relate to the purposes and responsibility of the Authority;
- j. In its discretion, the Authority may contract with others, public or private, for the provision of all or a portion of the services necessary for the management and operation of the Authority. The Authority may adopt a code of ethics for its trustees , officers, and employees;
- k. The Board of Trustees shall fix, and GIS shall collect charges, rates, rents or fees where appropriate and to promulgate rules and regulations related thereto.

**6. GIS MAP OWNERSHIP.**

By execution of this agreement, the County of Saginaw hereby transfers to the Authority its interest in the Core Base Map, and all modifications or enhancements, , together with all associated equipment, licenses and software which is presently owned and under the control of the County. The base map, together with all modifications and enhancements to it, and derivative products, shall continue to be subject to the terms of this Agreement. The Authority shall retain ownership of the core base map and all such derivative products.

**7. COPYRIGHT.**

All publications, compilations or derivative works used or produced by the Authority shall remain the property of the Authority. All such publications, compilations or derivative works which are released to a third-party must include the following copyright notice:

***COPYRIGHT (insert appropriate year) Saginaw Area GIS Authority.***

Any third-party which uses the Authority Base Map, or other publications, compilations or derivative works shall, in writing, recognize the Authority's ownership.

The Authority shall establish rules and procedures for the sale, lease, copying, transferring or other use of the Authority's property. A Member Municipality shall comply with the Authority's established rules and procedures if it sells, leases, copies or otherwise uses the GIS data or derivative work for the benefit of a third party.

**8. TERM OF AGREEMENT.**

The parties hereby agree to be bound by the terms of this Agreement. Each unit of government shall continue to be bound by this Agreement until such unit of government specifically terminates its participation.

**9. TERMINATION OF MEMBERSHIP.**

Termination shall be accomplished by delivery of a written notification of termination to the Board of Trustees at least 90 days in advance of the end of the Authority's fiscal year. No assets shall be distributed to any terminating unit of government unless the Authority discontinues its operations entirely. Notwithstanding the above, upon termination of membership, a Member shall be entitled to receive that Member municipality's GIS data in a format which will enable the terminating Member to utilize its GIS data, subject to the copyright of the Authority. The cost of preparing and transferring the data shall be the responsibility of the terminating Member.

**10. ADDITIONAL MEMBERS.**

Any unit of government which is located within the County of Saginaw may become a party to this Agreement and a member of the Authority at any time in the future. Such future participating units of government shall join, subject to the terms of this Agreement and subject to any reasonable requirements of the Authority, including the financial contributions which are established from time to time by the Authority.

The Board of Trustees may admit ex officio members on terms and conditions which are provided in the by-laws of the Authority. Ex officio membership shall be a limited membership, with no voting rights. However, an ex officio member may be a member or chair of a committee, with full membership participation, including the right to vote on matters which are recommended to the Board of Trustees for final decision.

**11. CONTRACTED SERVICES.**

Services may be provided to non-member units of government or other entities on a contract basis. Any such contract shall be approved by the Board of Trustees.

**12. TERMINATION AND DISSOLUTION.**

Dissolution of the Authority which is created pursuant to this Agreement shall require a two-thirds (2/3) vote of the members. Upon dissolution, the assets of the Authority, after

payment of all just debts and expenses, including expenses of dissolution, shall be transferred to the County of Saginaw, Michigan. Each Member Municipality shall be entitled to receive its GIS data in a format which will enable the Member Municipality to utilize its GIS data.

**13. NOTICE.**

All notices which are required under this Agreement, or under the By-Laws of the Authority, shall be provided either by certified mail, postage pre-paid and return receipt requested, or by personal service.

**14. ASSIGNMENT.**

This Agreement may not be assigned, transferred or any way disposed of by any party without first having obtained the written approval of all other parties.

**15. GOVERNING LAW.**

This Agreement and all actions arising under it shall be governed by and subject to the laws of the State of Michigan.

**16. LIABILITY.**

All liability, loss or damage as a result of claims, demands, costs or judgments arising out of activities of the Authority will be the sole responsibility of the Authority and not the responsibility of the governmental units. Nothing in this Agreement will be construed as a waiver of any governmental immunity, as provided by statute or modified by court decisions, by either the Authority, its agencies, or employees, or any governmental unit which is a party to this Agreement.

**17. SEVERABILITY PROVISIONS.**

If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those to which it is invalid or unenforceable, is not affected and is enforceable.

IN WITNESS, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Rev. 05/17/2004

**CERTIFICATION OF ADOPTION**

[Township of Birch Run]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Birch Run at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_

EARL R. SCHLEGEL, Supervisor

\_\_\_\_\_

AMY COOK, Clerk

**CERTIFICATION OF ADOPTION**

[Township of Blumfield]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Blumfield at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
RANDY L. HEINZMAN, Supervisor

\_\_\_\_\_  
RALPH J. FRAHM, Clerk



**CERTIFICATION OF ADOPTION**

[Bridgeport Charter Township]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Charter Township of Bridgeport at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
KENNETH CRANE, Supervisor

\_\_\_\_\_  
MARY L. LYSOGORSKI, Clerk

**CERTIFICATION OF ADOPTION**

[City of Frankenmuth]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the City Council of the City of Frankenmuth at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
GARY C. RUPPRECHT, Mayor

\_\_\_\_\_  
PHILLIP W. KERNS, Clerk

**CERTIFICATION OF ADOPTION**

[Township of Frankenmuth]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Frankenmuth at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
MARTIN J. WARNICK, Supervisor

\_\_\_\_\_  
PAUL F. BERGDOLT, Clerk

**CERTIFICATION OF ADOPTION**

[Fremont Township]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Fremont at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
DONALD LaCLAIR, Supervisor

\_\_\_\_\_  
PATRICIA WESENER, Clerk

**CERTIFICATION OF ADOPTION**

[James Township]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of James at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
LEONARD BALLOSH, Supervisor

\_\_\_\_\_  
ROGER L. LICHON, Clerk

**CERTIFICATION OF ADOPTION**

[Township of Jonesfield]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Jonesfield at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_

LARRY P. FLEMING, Supervisor

\_\_\_\_\_

ROCHELLE SILER, Clerk

**CERTIFICATION OF ADOPTION**

[Kochville Township]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Kochville at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
KENNETH BAYNE, Supervisor

\_\_\_\_\_  
GEORGE SCHNEPF, Clerk

**CERTIFICATION OF ADOPTION**

[Lakefield Township]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Lakefield at a meeting duly held on the 19<sup>th</sup> day of April, 2004.

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TERRY CREVIA, Supervisor

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BARBARA A. REIST, Clerk



**CERTIFICATION OF ADOPTION**

[Village of Merrill]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Village of Merrill at a meeting duly held on the 15<sup>th</sup> day of March, 2004.

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DAVID NOVAK, PRESIDENT

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TERESA DeBEAU, Clerk

**CERTIFICATION OF ADOPTION**

[Township of Richland]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Richland at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_

JOEL F. WARDIN, Supervisor

\_\_\_\_\_

DAVID H. SCHAFER, Clerk

**CERTIFICATION OF ADOPTION**

[Saginaw Charter Township]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Charter Township of Saginaw at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
GEORGE L. OLSON, Supervisor

\_\_\_\_\_  
TIMOTHY J. BRAUN, Clerk

**CERTIFICATION OF ADOPTION**

[City of Saginaw ]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the City Council of the City of Saginaw at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
WILMER JONES HAM, Mayor

\_\_\_\_\_  
Clerk

**CERTIFICATION OF ADOPTION**

[County of Saginaw]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Commissioners of the County of Saginaw at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_

TODD HARE, Chairman

\_\_\_\_\_

SUSAN KALTENBACH, Clerk

**CERTIFICATION OF ADOPTION**

[County of Saginaw Road Commission]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Commissioner of the Saginaw County Road Commission at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_

, Chairman

\_\_\_\_\_

JULIE LIGHTFOOT, Secretary

**CERTIFICATION OF ADOPTION**

[Spaulding Township]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Spaulding at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
JOHN A. TAGGET, Supervisor

\_\_\_\_\_  
RICHARD E. LEACH, Clerk

**CERTIFICATION OF ADOPTION**

[Township of St. Charles]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of St. Charles at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
LAWRENCE J. MAHONEY, Supervisor

\_\_\_\_\_  
ELAINE K. ROLANDO, Clerk



**CERTIFICATION OF ADOPTION**

[Township of Swan Creek]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Swan Creek at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
DONALD D. RAPPLEY, Supervisor

\_\_\_\_\_  
RONALD G. BLAINE, Clerk

**CERTIFICATION OF ADOPTION**

[Thomas Township]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Thomas at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
ROBERT A. WEISE, Supervisor

\_\_\_\_\_  
EDWARD BROSOFSKI, Clerk

**CERTIFICATION OF ADOPTION**

[Tittabawassee Township]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Tittabawassee at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
KENNETH A. KASPER, Supervisor

\_\_\_\_\_  
SUE SAUER, Clerk

**CERTIFICATION OF ADOPTION**

[Township of Zilwaukee]

Saginaw County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the Board of Trustees of the Township of Zilwaukee at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
DAVID F. BRADT, Supervisor

\_\_\_\_\_  
PATRICIA BRADT, Clerk

**CERTIFICATION OF ADOPTION**

[Michigan State University Extension]

\_\_\_\_\_ County, Michigan

The foregoing Interlocal Agreement of the Saginaw County GIS Authority was adopted by the \_\_\_\_\_ of the Michigan State University Extension at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

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\_\_\_\_\_,  
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