JOINT EXERCISE OF POWERS AGREEMENT II

Relating to the

MARINMAP PROJECT

JOINT EXERCISE OF POWERS AGREEMENT

This Joint Exercise of Powers Agreement is dated as of _____, 2007, and is made by and among the Marin General Services Authority, the Marin Telecommunications Agency, the County of Marin, the Cities of Belvedere, Mill Valley, Novato, San Rafael and Sausalito, the Towns of Corte Madera, Fairfax, Larkspur, Ross, San Anselmo, and Tiburon, the Novato Sanitary District,, the Tamalpais Community Services District, the Marin Municipal Water District, the Marin Local Agency Formation Commission and such other Local Agencies within the County of Marin as may later become signatories (the "Member Agencies").

RECITALS

A.   The Joint Powers Act, Government Code §§ 6500 et seq., provides that public agencies by agreement may jointly exercise any power common to them.

B.   The parties are "public agencies" within the meaning of that term under Government Code § 6502 of the Joint Powers Act and possess in common the power to develop and maintain mapping and other informational data to meet the informational needs of the public and each of the Member Agencies.

C.   The parties desire to enter into this Agreement in furtherance of the Joint Powers Act.

D.   It is the desire of the parties to this Agreement to create a system for meeting the information needs of the public and the Member Agencies and have the Agreement administered by the Marin General Services Authority.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. As used herein, the following terms shall have the meaning ascribed thereto, unless the context requires otherwise.

"Agreement" means this Joint Exercise of Powers Agreement II.

"Centerline Files" or "TIGER Street Centerline Files" means a graphic representation of streets as line segments obtained from the U.S. Geological Service via the Census Bureau. Each graphic line segment has attribute information such as street name, address range (left and right), zip code and type of street. This data is valuable to local agencies for such uses as preparing emergency evacuation notifications, creating fire department "run books" or other uses which involve linking information to a street address. TIGER stands for "Topologically Integrated Geographically Encoding and Referencing."

"County" means the County of Marin.

"Data Licensing Agreements" means the form of agreement approved by the Steering Committee for use by Member Agencies in releasing any Mapping Data.

"Executive Sub-Committee" means the subcommittee established pursuant to Section 5.02.

"Geographic Information System" means a computerized database management system for the capture, storage, retrieval, analysis, and display of spatially (locationally-defined) data.

"Joint Powers Act" means Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as amended from time to time.

"Layer" means a method of categorizing digital data in an automated system. Generally, layers can be collected, viewed and manipulated separately, but are related to each other through a common database or through common control coordinates.

"Local Agency" has the meaning set forth in Section 53600 of the Government Code of the State, as amended from time to time. "Local Agency" also includes the MGSA, MTA ,and any other joint powers agency whose membership includes local agencies located within Marin County.

"Mapping Data" means mapping databases which include, but are not limited to, digital and electronic map data, map data documented in traditional methods (e.g. hand copy) and other associated information.

"MarinMap" or "MarinMap Project" means the project described in Article II.

"Metadata" means data about the content, quality, conditions, and other characteristics of data.

"Member Agency" means each of the original signatories to this Agreement and any Local Agency which hereafter becomes a signatory to this Agreement pursuant to Section 6.12.

"MGSA" means the Marin General Services Authority.

"MTA" means the Marin Telecommunications Agency.

"Orthophoto Map" means a map that appears as a photographic image, which actually re-combines many small pieces of an aerial photograph, each of which has been adjusted in its location on the final print to accurately depict its true location.

"Shared Data Warehouse" means a computer file server which stores spatial and attribute data in a relational database and, perhaps, graphic formats to be available for query by a personal computer with appropriate software.

"State" means the State of California.

"Steering Committee" means the committee established pursuant to Section 5.01.

ARTICLE II
THE MARINMAP PROJECT

Section 2.01. Purpose of Agreement. The purpose of this Agreement is to coordinate the development of a shared Geographic Information System to meet the informational needs of the public and each Member Agency in a cost-effective and efficient manner. Such undertaking shall be known as the "MarinMap Project."

Section 2.02. Governing Principles. The following governing principles will enable the MarinMap Project to implement its mission:

(a) Each member agency will share Mapping Data it has created, or owns, with the present and future participants in MarinMap for their own use.

(b) If Mapping Data owned by a Member Agency is part of a value-added product from which revenues are received by MarinMap, the Member Agency will be compensated on a proportional basis according to the Member Agency's data contribution. MarinMap also will receive a portion of all revenues received by the MarinMap Project. The proportional shares of revenue will be determined by the MarinMap Executive Sub-Committee in accordance with the revenue sharing formula approved by the MGSA Board of Directors.

(c) Restrictions on reproduction and disclaimers concerning accuracy (licensing or copyrights) as well as the identity of the Mapping Data's owner will be attached to the owned Mapping Data either in digital or hard copy form, and as part of the data dictionary of Metadata.

(d) Mapping Data, as specified by the Steering Committee, will be published on the Internet for the public's use.

(e) In general, each Member Agency will receive revenues from the production of value-added products according to its data contribution to the product from which revenues are derived by MarinMap.

(f) Owners of Mapping Data will be responsible for ensuring that Mapping Data is updated regularly so that it maintains its value. Standards for Mapping Data maintenance established by the Steering Committee will vary according to data layer and will change to keep pace with development or other changes.

Section 2.03. Goals and Objectives. The Goals of the MarinMap Project are to:

(a) Provide improved customer service to customers seeking geographical

information;

(b) Reduce the cost of service to taxpayers and ratepayers;

(c) Improve infrastructure maintenance;

(d) Enhance emergency response and disaster planning;

(e) Reduce negative environmental impacts and manage natural resources;

(f) Provide the opportunity for better decision-making; and

(g) Encourage cooperation among public agencies, reducing redundancies; improving efficiency and minimizing conflicts.

The Objectives of the MarinMap Project are to:

(a) Create a system to collect and distribute geographical information;

(b) Maintain the integrity of the geographical information;

(c) Provide enhanced access to geographical data to public agencies and the public;

(d) Develop an equitable means to share Geographic Information System costs;

(b) Establish the exchange of information between participating agencies;

(c) Create a database to support management of infrastructure maintenance and construction;

(d) Provide a comprehensive and coordinated database to enhance emergency response and disaster planning;

(h) Develop a natural resources database to facilitate analysis of environmental impacts and understanding of ecological interrelationships;

(i) Reduce the cost of Geographic Information System development among Member Agencies by obtaining discounted prices on computer software and hardware and by implementing joint initiatives for development of Mapping Data of common interest to the Member Agencies; and

(j) Reduce the cost of Geographic Information System database development and maintenance by facilitating Mapping Data sharing and database maintenance between Member Agencies through a network linking Member Agencies and creating a Shared Data Warehouse for the

maintenance of Mapping Data of common interest to the Member Agencies.

Section 2.04. <u>Strategic Initiatives</u>. The MarinMap Project will create a cooperative regional database. An initial framework for the cooperative database development includes the following:

(a) <u>Orthophoto Map Layer</u>. Development and regular updating of digital Orthophoto Maps.

(b) <u>Rectified Parcel Map Layer</u>. Development of an inventory and description of parcels from the certified tax rolls of the County Appraiser's Office and from individual local agencies with enhancements of such data.

(c) <u>Centerline Data Files</u>. Centerline Data Files aligned with digital orthophotography enhancement and maintenance of the 1999 Census TIGER Files, by improving coordinate accuracy-using street Centerline Data Files.

ARTICLE III
ADMINISTRATION OF THE AGREEMENT

Section 3.01. <u>MGSA to Administer Agreement</u>. The MGSA shall administer this Agreement, and shall exercise in the manner herein provided the powers common to the Member Agencies and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.02.

Section 3.02. <u>Restrictions on Exercise of Powers</u>. Such powers shall be exercised in the manner provided in the Joint Powers Act and shall be subject (in accordance with Section 6509 of the Joint Powers Act) to the restrictions upon the manner of exercising such powers that are imposed upon County of Marin in the exercise of similar powers.

Section 3.03. <u>Specific Services</u>. The MGSA will oversee the implementation of the MarinMap Project in accordance with Article II and will ensure that the following minimum specific services are implemented:

(a) Implementation of a shared Geographic Information Service that is available to all Member Agencies via the internet and a virtual private network.

(b) Conduct a training program for Members Agencies in the use of MarinMap data.

(c) Completion of a "Capital Improvement Posting" program which will post planned capital improvements on the MarinMap web site in order to improve the coordination of construction within the

public rights of way, decrease traffic impediments and decrease the need to trench or execute newly paved streets.

(d)   Provide access to TIGER Street Centerline Files which provide address data and other data attributable to a street system.

(e)   Provide the means for Member Agencies to automatically produce owner addresses for properties within a specified radius of a proposed project which will avoid the time consuming and often inaccurate process of sorting through paper parcel maps.

(f)   Enhance the public's access to useful mapped data via a MarinMap Website. The website will allow certain maps to be viewed or downloaded by the public. The public can use the information to create maps of their neighborhood, to obtain information concerning property lines and property values or to access data concerning planned capital improvement projects.

In addition, upon the recommendation of the Steering Committee, the MGSA may perform additional MarinMap projects such as:

(a) Mapping and publication via the internet of Marin County creeks to improve watershed and creek management, flood control information and environmental information.

(b) Mapping and publication via the internet of the spread of "Tan Oak Disease" and public information concerning the control of the disease.

(c) Mapping and publication via the internet of epidemiology data from the County Department of Health and Human Services including information concerning breast cancer.

(d) Other projects approved by the Steering Committee.

Section 3.04 Compensation In consideration for the services to be performed by the the MGSA, the   MGSA Board of Directors shall establish an annual fee or fee schedule, not to exceed $10,000 per Member Agency. Such fees, as determined by the the MGSA Board, will be paid by each Member Agency on or before July 1 of each year while this Agreement is in effect.

ARTICLE IV
MEMBERSHIP

Section 4.01. Benefits of Membership. By participating in the MarinMap Project, a Member Agency:

(a) may download to a local computer Mapping Data stored in the Shared Data Warehouse, pursuant to the terms and conditions of this Agreement.

(b) will receive any software or hardware discounts obtained by the MarinMap Project.

(c) will share in the proceeds from the production of value-added products, pursuant to the terms of this Agreement.

(d) will abide by the rules established to protect the organizations generating and maintaining original Mapping Data. To protect the viability of the Mapping Data sharing, Member Agencies agree to refrain from re-marketing Mapping Data obtained through the MarinMap Project. The two points of Mapping Data dissemination will be the Member Agency from which the Mapping Data originates and the MarinMap Project through the Shared Data Warehouse.

Section 4.02. Obligations of Member Agencies. Membership in the MarinMap Project obligates Member Agencies to:

(a) Exchange Mapping Data pursuant to the terms of this Agreement. Each Member Agency shall exchange, at a minimum, the Mapping Data, as described in Exhibit "A" attached hereto and incorporated herein by reference, with other Member Agencies.

(b) Provide regular updates of Mapping Data, including but not limited to Mapping Data listed on Exhibit "A" maintained by the Member Agency on a regular and timely basis to the Shared Data Warehouse, provide sufficient documentation to make the Mapping Data generally useful, and provide adequate staff support to ensure that the Mapping Data is efficiently and accurately loaded. A Member Agency is not responsible for updating Mapping Data owned or created by another Member Agency or a Local Agency who is not a member but is contributing Mapping Data to the MarinMap Project.

(c) Establish and maintain a means to efficiently manage the uploading and downloading of Mapping Data. Several means are available and the specific option used will depend upon the volume and frequency of data transfer as well as the location of the Member Agency. Establishment of an electronic communications link is encouraged and would give the Member Agency access to e-mail and high-speed file transfer capabilities.

(d) Support the administration of the MarinMap Project through participation in committees established by the Steering Committee or Executive Sub-Committee and by providing staff to implement the objectives of the MarinMap Project.

(e) Abide by the rules established to protect the organizations generating and maintaining original Mapping Data. To protect the viability of the Mapping Data sharing, Member Agencies agree to refrain from re-marketing Mapping Data obtained through the MarinMap Project. The two points of Mapping Data dissemination for sale would be the Member Agency from which the Mapping Data originates and the MarinMap Project through the Shared Data Warehouse.

(f) Utilize the Data Licensing Agreements which apply to any contributed or created data prior to the release of any Mapping Data.

Section 4.03. <u>Sharing of Data</u>. It is recognized that the Member Agencies are engaged in projects to create and maintain Mapping Data that will be of common interest. Exhibit "A" is a listing of the minimum Mapping Data that each Member agency shall share as a part of this project.

(a) Each Member Agency agrees to exchange with the MGSA and the other Member Agencies its Mapping Data as described in Exhibit "A" and in accordance with the terms and conditions of this Agreement and any rules or standards established by the Steering Committee or the MGSA. In addition:

(1) Each Member Agency agrees to make available to the other Member Agencies any updates, additions, and revisions of the Mapping Data which may be compiled in the future.

(2) Each Member Agency agrees to provide for the continuous maintenance of its own Mapping Data.

(3) Each Member Agency agrees to develop mapping and database standards that will facilitate the exchange of Mapping Data.

(4) Each Member Agency agrees that the exchanges of Mapping Data pursuant to this Agreement are of equal value.

(b) Any Mapping Data that is exchanged among the Member Agencies shall be used only for their internal purposes, or those of their designated agents. The database may not be sold or given to third parties unless explicitly agreed to under a separate agreement or as established by the MarinMap Steering Committee.

(c) The exchange of Mapping Data is contingent upon the following conditions being observed:

(1) Each Member Agency agrees to maintain its Mapping Data in a format that is compatible with the Steering Committee's standards as much as is feasible. This may include registering

maps to the California State Plan Coordinate System, which uses the North American horizontal reference Datum of 1983 ("NAD-83") and the North American Vertical reference Datum of 1929 (NGVDD29) or the North American Vertical Reference Datum of 1988 (88 "DAVD-88").

(2) Each Member Agency will continue to maintain or make arrangements for the maintenance and update of its Mapping Data, and make its revised Mapping Data files available to the other Member Agencies pursuant to a schedule to be developed by the Executive Sub-Committee or its designee.

(d) Each Member Agency agrees to accept any and all Mapping Data from the other Member Agencies in the agreed upon Steering Committee standards for the exchange of Mapping Data. Each Member Agency agrees to provide the Metadata documentation pertaining to the exchanged Mapping Data. The Metadata will define the specifications of accuracy and completeness. Each Member Agency waives any and all responsibility of the other Member Agencies, explicit or implied, for any damage or liability caused through use of this Mapping Data, in any way.

(e) Each Member Agency will make reasonable efforts to provide the most current, accurate and complete Mapping Data. No Member Agency, however, makes any warranties with respect to the Mapping Data it furnishes and each Member Agency agrees to accept any and all Mapping Data furnished by the others on an "as is" basis. Each Member Agency waives any claim against the other for any and all damage or liability caused directly or indirectly by the use of the Mapping Data furnished to each other.

(f) The maps developed and Mapping Data complied for the MarinMap Project are intended to be available to the Member Agencies for their use in the performance of their duties. The Member Agencies also wish to preserve their right and opportunity to recover the costs of map development and maintenance in the manner authorized by state law.

(1) The MGSA may register the copyright to the maps and other products produced by the MarinMap Project.
(2) Each Member Agency retains the responsibility for and ownership of the Mapping Data it creates. Each member Agency is entitled to retain revenue from the production of value-added products containing Mapping Data developed independently of the MarinMap Project and disseminated directly by the Member Agency.

Section 4.04. California Public Records Act.

(a) Each Member Agency recognizes that the California Public Records Act (California Government Code Sections 6250 et seq.) governs the disclosure of all public records, and that data stored in computers may be public records and subject to mandatory disclosure under said Act. Member Agencies also recognize that the computer software developed by a local agency, including computer mapping systems and computer programs, is not a public record subject to disclosure under the California Public Records Act.

(b) That Member Agencies anticipate that each will receive routine requests for data, including requests for information pertaining to a specific property or permit application, or to a group of properties or applications. If a demand is made on a Member Agency for data that is owned or provided by another Member Agency, and if the demand seems to call for a response beyond that which the Public Records Act requires, the Member Agency receiving the demand shall notify the data provider of this demand.

(c) The Member Agency receiving the demand shall respond as directed by the data provider, provided that the data provider agrees in writing to defend, hold harmless and indemnify the Member Agency receiving the demand. If the data provider refuses to enter into such an agreement, the Member Agency receiving the demand shall respond to the demand in the manner it deems appropriate. Those parties who do not wish to release data on the grounds that the requested data is not a public record subject to disclosure, agree to pay for all costs of taking such action and agree to be responsible for any resulting litigation costs, including but not limited to attorneys fees.

Section 4.05. Member Qualifications. Member Agencies shall be limited to Local Agencies located within Marin County. The MGSA may enter into data sharing agreements with other agencies of the federal or State government, private enterprise, or private nonprofit corporations upon the recommendation of the Executive Sub-Committee and with the approval of the MGSA Board of Directors.

Section 4.06. Indemnification. Each Member Agency shall be solely liable for the negligent acts or omissions of its officers, representatives, agents or employees occurring in the performance of this Agreement. If any Member Agency becomes liable for damages, attorneys fees or any other costs or liabilities caused by its officers, representatives, agents or employees, it shall pay such damages, fees or costs without contribution by the other Member Agencies.

ARTICLE V
GOVERNING STRUCTURE

Section 5.01. <u>The Steering Committee</u>. The Steering Committee shall be advisory to the MGSA Board of Directors and shall be comprised of one representative from each Member Agency. Each Steering Committee representative shall be selected by the Town/City Council, Board of Supervisors or Board of Directors for the Member Agency, and shall be a member of the Member Agency's staff. Steering Committee Members shall serve a two-year term and may be reappointed. A majority of the members of the Steering Committee shall constitute a quorum for purposes of conducting business, and a majority of a quorum shall be authorized to act on behalf of the Steering Committee.

The Steering Committee shall elect, by a majority vote of its members, a Chair and Vice Chair.

Section 5.02. <u>Executive Sub-Committee</u>. Routine administrative matters for the MarinMap Project may be decided by an Executive Sub-Committee. The Executive Sub-Committee shall be made up of at least seven, but not more than nine, members and shall be selected by the Steering Committee. Membership shall include the Chair and Vice-Chair of the Steering Committee, one representative each of the County, City of San Rafael, City of Novato, Marin Municipal Water District, special districts (other than MMWD), and two representatives of other cities and towns (other than San Rafael and Novato.) In the event the Chair or Vice-Chair of the Steering Committee represents one of the above Member Agencies, such Member Agency shall not be entitled to a second representative or the Executive Sub-Committee. A majority of the Executive Sub-Committee will constitute a quorum for purposes of conducting business.

Section 5.03. <u>Other Committees</u>. Standing and Ad Hoc Committees may be established by the Steering Committee as needed.

Section 5.04. <u>Powers of the Steering Committee</u>.

(a) The Steering Committee may make recommendations to the Board of Directors of the MGSA for acquisition of the necessary hardware, software, and licenses necessary to provide and operate a shared Geographic Information System.

(b) The Steering Committee may recommend to the Board of Directors of the MGSA contracts with private companies, individuals, and public agencies to create, implement and operate the shared geographic system and to set fees for data services. The Steering Committee shall not have the power to independently enter into contracts.

(c) The Steering Committee may make recommendations concerning the need to incur debt in order to efficiently provide the services enumerated by this Agreement in compliance with the requirements of the California Government Code and California Constitution.

(d) The Steering Committee shall recommend to the MGSA Board of Directors a fee schedule for data services provided by the MarinMap Project.

(e) The Steering Committee shall recommend to the MGSA Board of Directors an annual budget no later than May 1 of each year.

Section 5.05. <u>Powers of the Executive Sub-Committee</u>. The Executive Sub-Committee shall report to the Steering Committee and the MGSA Board of Directors for recommendations regarding routine administration and management of the MarinMap Project, and for the provision of assistance and advice to the Steering Committee and MGSA Board of Directors. The Executive Sub-Committee may exercise such powers and perform such duties and tasks as delegated by the Steering Committee and the MGSA Board of Directors.

Section 5.06. <u>Policies and Procedures</u>. The Board of Directors of the MGSA may adopt from time to time such policies, procedures, by-laws, rules or regulations for the conduct of the MarinMap Project as may be recommended by the Steering Committee.

Section 5.07. <u>Contracts</u>. The Board of Directors of the MGSA may approve contracts with private businesses, individuals, and public agencies to create, implement, maintain and operate the shared Geographic Information System.

Section 5.08. <u>User Fees</u>. The Board of Directors of the MGSA shall by resolution establish fees for data services provided by the MarinMap Project after receiving the recommendation of the Steering Committee.

Section 5.09. <u>Meetings and Reports</u>.

(a) The Steering Committee

(1) The Steering Committee shall hold at least two regular meetings per year.

(2) All meetings of the Steering Committee shall be held subject to the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et. seq.) and other applicable laws of the State of California requiring that notice be given of meetings held by public bodies.

(3) Minutes of all Steering Committees shall be kept and, as soon as possible after each meeting, be forwarded to each member of the MGSA Board of Directors.

(4) The Chair of the Steering Committee shall cause correspondence to be prepared and delivered as directed by the Steering Committee. The Chair shall represent the MarinMap

Project, and the Vice Chair shall serve in his/her absence.

    (5) Annually, at minimum, a report on the activities and operations of the MarinMap Project shall be prepared by the Steering Committee and provided to each Member Agency. The report shall be completed prior to January 1 of each year.

    (6) The MGSA shall be designated as the keeper of the official records of the MarinMap Project.

(b) The Executive Sub-Committee

    (1) The Executive Sub-Committee shall hold at least one meeting each quarter of the year.

    (2) Special meetings of the Executive Sub-Committee may be called by the Chair of the Steering Committee, by a majority of the members of the Steering Committee, or at the direction of the Steering Committee.

    (3) Minutes of the Executive Sub-Committee meetings shall be kept and, as soon as possible after each meeting, be distributed to members of the Executive Sub-Committee and each member of the Steering Committee.

(c) Other Committee Meetings

    (1) Meetings of other ad hoc committees and standing committees, as may be established, may be called by the Chair of the Steering Committee or a majority of the members of the Steering Committee.

    (2) Minutes of all meetings will be kept and forwarded to the Chair and Vice Chair of the Steering Committee.

ARTICLE VI
MISCELLANEOUS

Section 6.01. <u>Funding</u>.

(a) The Steering Committee shall recommend an annual budget for adoption by the MGSA Board of Directors within ninety (90) days of the effective date of this Agreement, and no later than May 1 of each succeeding year. Funds may not be disbursed by MGSA on behalf of the MarinMap Project without adoption of the approved budget, and all receipts and disbursements shall be in strict accordance with the

approved budget. The budget shall identify the programs of the MarinMap Project and allocate funds by program. The budget and accounting system shall account for direct and overhead costs by program. The Steering Committee shall recommend and the Directors of the MGSA shall allocate these costs for each program with the adoption of the annual budget.

(b) The costs to maintain and develop the Shared Data Warehouse and other commonly held services, equipment, products, and staff shall be divided among the Member Agencies upon the basis of the benefits received. The division or share may be calculated as a simple cost formula or assessment by jurisdictional area, by number of assessor's parcels within the boundaries of a Member Agency, or through a wider base to include other benefit factors. In any case, the intent is that the assessment be made based on the widest possible applicable criteria. Assessments shall be recommended by the Steering Committee and approved by the MGSA Board of Directors. The costs for other incidental products and services provided to Member Agencies will be calculated on a fee-for-service basis. The cost formula shall be recommended by the Steering Committee and fixed by the MGSA Board of Directors. Adjustments shall be recommended from time to time by the Steering Committee, and approved by a majority vote of the MGSA Board of Directors. Fixed costs for incidental products and services will be tiered to reflect Member Agency and Non-Member Agency fees for services.

Section 6.02. <u>Production of Mapping Data</u>. Proceeds from the production of Mapping Data shall be distributed to Member Agencies on a proportional basis according to each Member Agency's data contribution. The formula for the sharing of revenues shall be determined by the MGSA Board of Directors after receiving the recommendation of the Steering Committee. This formula may provide for a portion of such revenues to be allocated to the MarinMap Project. Additionally, a Member Agency may elect to have such proceeds disbursed to it in one or more of the following ways:

(a) Some, or all, of the Member Agency's proportional share of the proceeds may be refunded to the Member Agency through a cash payment to the Member Agency from the MGSA.

(b) Some, or all, of the Member Agency's proportional share of the proceeds may be applied as a credit to the Member Agency's future monetary obligations hereunder and/or
Some, or all, of the Member Agency's proportional share of the
(c)
proceeds may be allocated to the MarinMap Project for its activities.

Section 6.03. <u>Treasurer</u>. The of the MGSA shall serve as the Treasurer for the MarinMap Project.

The Treasurer shall serve as the depository, have custody of all funds and establish and maintain such books, records, funds and accounts as may be required by

reasonable accounting practices, and in compliance with California Government Code Section 6505. The books and records pertaining to the MarinMap Project shall be open to inspection at all reasonable times to the Member Agencies and the public.

The Treasurer shall prepare such financial reports as may be requested by the Steering Committee or Executive Sub-Committee and as directed by the MGSA Board of Directors.

The Treasurer shall cause an independent annual audit of the accounts and records by a certified public accountant, in compliance with the requirements of Section 6505 of the California Government Code and generally accepted auditing standards.

MarinMap funds shall be maintained in a trust account and these funds shall not be interspersed with other funds held by the MGSA Treasurer.

Section 6.04. <u>Debts and Liabilities</u>. Except as otherwise provided by Section 4.04(c), no debt, liability or obligation of the MarinMap Project shall constitute a debt, liability or obligation of any Member Agency, and each Member Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied hereunder for services among the Member Agencies, or on a fee-for-service basis, or as the parties hereto may otherwise agree.

Section 6.05. <u>Effective Date</u>. This Agreement shall become effective when it has been executed by seven (7) Member Agencies.

Section 6.06. <u>Termination</u>. This Agreement shall be terminated by the MGSA Board of Directors upon notice of withdrawal being received from a majority of the Member Agencies. Upon termination, payment of the obligations and division of the property of MarinMap shall be conducted pursuant to Section 6.07.

Section 6.07. <u>Disposition of authority Funds Upon Termination</u>.

(a) In the event of termination of the MarinMap Project as organized and managed under this Agreement, all funds remaining after payment of all obligations of the MarinMap Project shall be transferred to any successor organization or agency designated by the MGSA Board of Directors to carry out the activities and operations of the MarinMap Project.

(b) If there is no successor entity designated by the MGSA Board of Directors to carry on the activities of the MarinMap Project, or assume its obligations, all funds remaining after payment of all obligations shall be distributed to the Member Agencies in proportion to their contribution as approved by the MGSA Board of Directors after receiving the recommendation of the Steering Committee.

(c) If a successor organization or agency undertakes some of the functions of the MarinMap Project, and assumes some of its obligations, all funds remaining after payment of all obligations shall be allocated by the MGSA Board of Directors between the successor organization or agency and Member Agencies after receiving the recommendation of

the Steering Committee.

(d) If the MarinMap Project is terminated due to circumstances falling within paragraph (b) or (c) above, the decisions of the MGSA Board of Directors shall be final.

Section 6.08. <u>Amendments</u>. This Agreement may be amended only upon the

recommendation of a two-thirds affirmative vote of the Steering Committee and subsequent approval by a majority of the MGSA Board of Directors.

Section 6.09. <u>Withdrawal</u>.

(a) Any Member Agency may withdraw from the MarinMap Project effective July 1 of any year upon ninety (90) days written notice to the MGSA.

(b) If a Member Agency withdraws, its financial obligation shall be limited to its share of costs and liabilities incurred by the MarinMap Project prior to the date its written notice of withdrawal is effective as provided by Section 6.04. Additionally, pursuant to Section 6.02, the withdrawing Member Agency shall be entitled to proceeds from the production of any Mapping Data by the MGSA on behalf of the MarinMap Project, received prior to the effective date of its written notice of withdrawal. Upon withdrawal, a member Agency may retain one copy of the current core data for its own use, but shall not be entitled to any subsequent base maps, updates or maintenance of the shared Geographic Information System. The withdrawing Member Agency will have no further duty to contribute Mapping Data, but shall continue to be bound by restrictions on the production, dissemination and disposition of Mapping Data to third parties, which shall remain in full force and effect, and which shall survive termination. Except as expressly provided in this Section, a withdrawing Member Agency shall surrender all claims to products, services or other assets developed by the MarinMap Project.

Section 6.10. <u>Default by Member Agency</u>. Failure to adhere to the requirements of this Agreement may result in termination of Member Agency status effective July 1 of any year, upon ninety (90) days prior written notice to the defaulting Member Agency by the Steering Committee, with subsequent approval by the MGSA Board of Directors. The decision to recommend termination of Member Agency status may be made by a majority of the Steering Committee. In the event of termination, the provisions of Section 6.09(b) shall govern.

Section 6.11. <u>Disputes and Arbitration</u>.

(a) The Member Agencies agree that any dispute which arises between or among them involving the interpretation or application of this Agreement, or the rights and remedies of the Member Agencies, which cannot be resolved through discussion shall be subject to mandatory binding arbitration pursuant to California Code of Civil Procedure

Section 1280, and shall not be subject to judicial determination except as expressly provided by law.

(b) If a Member Agency wishes to submit a dispute to arbitration, it shall serve a demand for arbitration, setting forth the issues to be arbitrated and the general contentions of the Member Agency on the other Member Agencies. All demands for arbitration shall be served within one year of the event giving rise to the dispute.

(c) The Member Agencies may mutually agree upon an arbitrator. If the Member Agencies cannot agree upon an arbitrator, the Member Agency demanding arbitration shall request a list of arbitrators with prior experience in similar disputes from the San Francisco Office of the American Arbitration Association. Each Member Agency (commencing in alphabetical order) shall alternately strike a name from the list until only one name remains.

Section 6.12. <u>Additional Member Agencies</u>. In addition to the original signatories to this Agreement, any Local Agency within Marin County may become a Member Agency. The addition of any new Member Agency shall become effective upon the execution on behalf of such Local Agency of a counterpart of this Agreement and the delivery of such executed counterpart to the MGSA.

Section 6.13<u>. Notices</u>. Any notice, request, or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto, or by facsimile transmission or other form of telecommunication. Unless otherwise provided herein, notice shall be effective either: (i) upon transmission by facsimile transmission or other form of telecommunication, provided a telephonic communication of such transmission is provided; (ii) forty-eight (48) hours after deposit in the United States mail, postage prepaid; or (iii) in the case of personal delivery to any person, upon actual receipt.

Section 6.14. <u>Section Headings</u>. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 6.15. <u>Law Governing</u>. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 6.16. <u>Severability</u>. Should any portion of this Agreement be held by any court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason whatsoever, the validity and enforceability of the remaining portions shall not be affected thereby.

Section 6.17. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 6.18. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Member Agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the respective dates shown below.

Date: _____, 2007

MARIN GENERAL SERVICES
AUTHORITY
By: _____

      Chairperson

COUNTY OF MARIN

By:_____
   President of the Board of Supervisors
CITY OF BELVEDERE

By:_____
          Mayor

CITY OF MILL VALLEY

By:_____
          Mayor

CITY OF NOVATO

By:_____
          Mayor

CITY OF SAN RAFAEL

By:_____
          Mayor

CITY OF SAUSALITO

By:_____
          Mayor

TOWN OF CORTE MADERA

By:_____
          Mayor

TOWN OF FAIRFAX

By:_____
                    Mayor

TOWN OF LARKSPUR

By:_____
                    Mayor

TOWN OF ROSS

By:_____
                    Mayor

TOWN OF SAN ANSELMO

By:_____
                    Mayor

TOWN OF TIBURON

By:_____
                    Mayor

TAMALPAIS COMMUNITY SERVICES
DISTRICT

By:_____
    President of the Board of Directors

MARIN MUNICIPAL WATER DISTRICT

By:_____
      President of the Board of Directors

MARIN LOCAL AGENCY
FORMATION COMMISSION

By:_____
            Chairperson

NOVATO SANITARY DISTRICT

By:_____
      President of the Board of Directors