

Lafayette Parish GIS Consortium Membership and Interagency Cooperation Agreement

This Agreement (“Agreement” or “Membership Agreement”) is entered into by and between the Lafayette Parish GIS Consortium (“the Consortium” or “the GIS Consortium”) and the undersigned entity (the “Member”). By executing this Agreement, the Member accepts membership in the Consortium in accordance with the following terms and conditions.

Agreement

1. Purpose

Various units of government in Lafayette Parish are promoting the development of a parish-wide framework for sharing geographically relatable information (“GRI”). This Agreement addresses how GRI, formatted for use in Geographic Information Systems (“GIS”) software, may be shared among Lafayette Parish government agencies.

This Agreement’s information-sharing approach specifies those terms and conditions governing ownership, availability and access to GRI possessed by the Consortium’s members. The Agreement arises from the execution, between 2006 and 2009, by various Lafayette Parish government agencies (those specifically enumerated in Section 2, below) of the “Consortium Intergovernmental Agreement,” (or “Original Agreement”) a project of Lafayette Consolidated Government’s Metropolitan Planning Organization, Comprehensive Planning Division.

In their original formation of the Consortium, the existing members created an umbrella organization to frame their efforts at coordination and cooperation in sharing GRI among themselves for their own internal uses and for the use of third parties: constituents, customers, business partners (collectively “External Users”). This Agreement serves the purpose of those “Forms of Cooperation” envisioned by the Original Agreement listed at its Section 2, parts (a) through (d):

- (A) Participation in a centralized GIS network
- (B) Agreement on how to use a centralized GIS network
- (C) Exchange of information necessary to interoperate among each member’s systems, including (but not limited to) technical data, Application Programming Interfaces, data samples, code, parameters, field labels, and formatting information
- (D) Exchange of personnel visits necessary to interoperate among each member’s systems

As the Consortium’s goals and projected practices have changed since the Original Agreement, certain features of the information-sharing project then contemplated have been updated. Most importantly, several of the Original Agreement’s goals and features

of the Consortium's operation have evolved from a model of centralized storage, retrieval and administration of information, to a decentralized, virtual, real-time-access model in which each member maintains its own GRI, and exposes it to other members' systems for retrieval on demand. Since the Consortium has many stakeholders, each of which maintains its ownership of its GRI and stores it separately, there is no need either for personnel specific to the Consortium (as envisioned by the Original Agreement at Section 2(f)) or for a centralized server repository (at Section 2(e)).

In the event of a conflict between the terms of the Original Agreement and this Membership Agreement, this Membership Agreement shall control.

2. Entities Eligible for Membership

Each of those political subdivisions or other units of government whose boundaries are coterminous with those of Lafayette Parish, or which fall entirely within Lafayette Parish, is eligible for membership. These specifically include, but are not limited to:

- Lafayette City-Parish Consolidated Government
- Office of the Lafayette Parish Assessor
- Clerk of Court for Lafayette Parish
- Lafayette Parish Sheriff's Office
- City of Broussard
- City of Carencro
- Town of Duson
- City of Scott
- City of Youngsville
- Lafayette Parish School Board
- Lafayette Economic Development Authority
- Downtown Development Authority

3. Definitions of Terms Used in this Agreement

“Basemap” means the data and metadata used to generate the underlying or “background” layer of GRI, owned and maintained by the Lafayette City-Parish Consolidated Government (“LCG”), consisting of digital photographic images, road centerlines, political boundaries, hydrographic and other information, together with their associated metadata. The Basemap shall be the one official map.

“Consortium” means, collectively, those Members which have executed this Agreement.

“Data” means information which corresponds, when categorized or formatted appropriately, to particular geographic locations or ranges.

“**Layer**” means a collection or collections of data, together with associated metadata, usable by members’ GIS systems to display (visually, in table form or otherwise) the location and other incidents of geographically-locatable features.

“**Member**” means any eligible political subdivision or other unit of government which has executed this Agreement.

“**Metadata**” means parameters, sets, field labels, vector sets, legends, and other information used to format and categorize GRI into formats usable by members’ GIS systems.

“**Standards**” means those file formats and principles of organizing data and metadata which allow interoperability among members’ GIS systems.

4. Term of this Agreement

This Agreement is effective for each member from the date each executes it until the date each terminates it. Each member agrees to submit to every other member written notice of its termination.

5. Ownership of Data, Metadata and Layers

Each member owns the data and metadata it creates. Layer(s) which may be displayed by a GIS system are owned by the member(s) whose data and/or metadata is used by that system to display that layer.

This provision means that some GIS layers – those which are generated using data and metadata owned exclusively by one member – are owned by that member, regardless of which member’s GIS system is used to display the layer. For example, the Basemap owned and maintained by LCG consists of data and metadata created and owned by LCG. Displaying that Basemap with any member’s GIS system generates a layer owned exclusively by LCG.

Similarly, any member that creates data and metadata owns any layer generated by a GIS system exclusively using its data and metadata. Layers generated using data and metadata created by two or more members are owned jointly by them (regardless of which member’s GIS system generates the layer).

Execution of this Agreement does not transfer title to any data or metadata owned by any member. Information-sharing under this Agreement does not transfer title to any layers generated by any member or by any External User. Information shared under this Agreement is licensed for use solely under its terms, not sold or otherwise alienated.

6. No Restriction of Cooperative Agreements

Members may freely engage with one another in agreements, contracts or arrangements incident to their obligations under this Agreement so long as such cooperative agreements do not impair any member's rights or obligations under this Agreement.

For example, one member may agree to store data and/or metadata owned by another, to update it and to supply it to other members alongside its own. Members might also agree to combine data and/or metadata owned by each to create pre-defined layers that may be generated by any member's GIS system. Members might agree to update or maintain one's data set by use of another's, or to adapt one's data set to another's metadata in order to generate layers more useful to members or to External Users.

7. Protection of Proprietary Rights and Custody of Public Records

Reproduction or distribution of data or metadata owned by a Member is expressly prohibited, both for Members and for External Users, except as provided by this Agreement or as separately permitted by the owning Member in writing.

Each member agrees to protect data and metadata owned by other members, and to require its External Users to agree to similar protections. While members may indemnify their own External Users for violation of another member's rights in proprietary information, no member may obtain indemnity from any other party for the member's own violation of other members' proprietary information, or for the member's failure to require similar protections of its External Users. Any agreement that would have the effect of indemnifying any member for its own violation or failure to prevent violation of proprietary information is null and without effect as to other members.

Nothing in this Agreement, including this Section 7, is intended to abrogate or avoid the obligations imposed on political subdivisions and other units of government by Louisiana's public records laws, whether found at LSA-R.S. 44:1 et seq. or elsewhere in Louisiana's Revised Statutes. For purposes of the public records laws, each member is "custodian" of that data and metadata it owns.

8. Delivery, Access, Sharing and Transfer of Data and Metadata

Each member agrees to provide to every other member real-time electronic access to such data and/or metadata as each chooses to make available. Each member agrees that its GIS system will identify, both for its internal users and for External Users, each other member whose data or metadata has been used to generate any layer displayed (whether visually, in table form or otherwise).

Each member agrees to specify (by identification in the space provided below) a contact person through whom other members may route error reports, suggestions for correction and requests to solve problems hindering transfer of data and metadata. Each member agrees to inform each other member's contact person, in writing, if and when its own designated contact person changes.

No member is under any obligation to update, correct or otherwise modify its data or metadata at the request of any person by virtue of this Agreement. No member is under any obligation to make available any information as data or metadata at the request of any person by virtue of this Agreement.

Members may, but need not, accompany their data or metadata with linked means for members or External Users to obtain additional information not available as data or metadata. Each member agrees that its GIS system, whether used by its internal users or by External Users, will preserve such linked means in layers generated, to any degree, with data or metadata containing or identifying such means. No member is under any obligation to handle requests, accept payment or provide goods or services to any person arising out of such linked means.

Members shall not advertise, display or solicit requests for, goods or services alongside layers preserving linked means embedded by other members unless such advertisement, display or solicitation accompanies each and every layer generated by that member's GIS system, regardless of the ownership of the data or metadata used to generate it and regardless of whether the layer(s) displayed contain linked means of obtaining additional information.

The provisions of this Agreement in no way abrogate the Public Records obligations of any Member. With regards to public records requests, each Member shall remain the custodian of its records.

9. Interoperability

Each member agrees to make its data and metadata available to all other members, as provided by Section 8, in at least the following standards and formats:

[Need to specify interoperation standards here. E.g. .dbf files, SQL 2008 DB query language, XML queries, etc.]. Keith?

Nothing in this Agreement prevents any member from making available under Section 8 its data or metadata in formats, standards or interfaces in addition to those specified in this Section 9. However, members must make available in one or more of the enumerated standards any data or metadata made available in any non-enumerated standard.

10. Limitations of Liability and Disclaimer of Warranty; Intellectual Property

Each member agrees to condition any person's use (whether internal or External User) of its GIS system on agreement to the following quoted material, verbatim and without deviation, and with bold-text formatting intact:

“No warranties accompany the delivery, provision, access to or use of data or metadata. All information provided and all layers generated are ‘as is,’ with no

warranty whatsoever, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement.

In no event will any member be liable to another member or to any External User, or to any other person, for any damages arising out of or in connection with this Agreement or any information provided pursuant to it.

To the extent allowed by law, each member and External User agrees to hold each member harmless for any and all harms whatsoever arising out of or connected to any person's use of the GIS system or information obtained through it.

I acknowledge that disclaimer of warranty to this GIS system and information provided through it has been brought to my attention, and I intend to be bound by it."

Furthermore, each member agrees itself to be bound by the above-quoted, bold-text language, with the sole exception that it, and its employees or agents, shall not make available as data or metadata any information which it knows or reasonably believes violates the rights of any other member or any other party.

11. Severability, Venue, Authority

If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain enforceable.

Any cause of action arising out of or in connection with this Agreement shall have proper venue in the state courts of Lafayette Parish, and be governed by Louisiana law.

The undersigned represents that he or she is authorized to execute this Agreement on behalf of the indicated member.

Signed this _____ day of _____, 20_____, by

[name of member]

Represented by

_____, its
[name]

[title]

Contact Information:

[name]

Email address:

Telephone:

Facsimile:

Mailing Address: