

MEMORANDUM OF UNDERSTANDING REGARDING
THE CONSOLIDATION OF GEOGRAPHICAL INFORMATION SYSTEMS
AND PLANNING OPERATIONS
BETWEEN
THE SUMMIT COUNTY EXECUTIVE, FISCAL OFFICER AND ENGINEER

This Memorandum is entered into this ____ day of _____, 2012, by and between the Summit County Executive (“Executive”), Summit County Fiscal Office (“Fiscal Officer”) and Summit County Engineer (“Engineer” and collectively “the Parties”)

WHEREAS, the Executive currently employs individuals within the Department of Community and Economic Development (“Department of Development”) that perform planning, mapping, subdivision administration and geographical information system functions; and

WHEREAS, the Executive currently employs individuals within the Department of Environmental Services (“DOES”) that perform certain mapping, infrastructure planning and geographical information system functions; and

WHEREAS, the Fiscal Officer currently employs individuals in its Geographic Information Systems Department (“Fiscal GIS Department”) that perform certain mapping and geographical information system functions; and

WHEREAS, the Engineer currently employs individuals that perform certain mapping, infrastructure planning, geographical information systems and addressing/house-numbering functions; and

WHEREAS, the Parties have engaged in lengthy discussions and planning regarding the consolidation of the aforementioned functions performed by the Parties; and

WHEREAS, the Parties believe that the consolidation of the aforementioned functions will lead to cost-savings, greater efficiency and improved and consistent administration of duplicative functions; and

WHEREAS, the Parties desire to consolidate the aforementioned functions, as well as the employees, equipment, furnishings, roles and responsibilities associated with those functions into a Planning and Geographic Information Systems Division within the Executive’s Department of Development; and

WHEREAS the Parties desire to set forth the actions necessary to consolidate said functions and provide a framework for the ongoing operation of said functions in this Memorandum, which the Parties intend to be approved by Summit County Council prior to execution and the commencement of the consolidation.



NOW, THEREFORE, the parties hereby memorialize their mutual understandings as follows:

- 1. Planning and Geographic Information Systems Division.** The Parties will take all necessary steps to create a Division of Planning and Geographic Information Systems ("Planning/GIS Division"), within the Executive's Department of Development, including, but not limited to, obtaining all necessary approvals of Summit County Council. Said Planning/GIS Division will be supervised by a Deputy Director, who shall oversee the day-to-day operations of the Division and shall be the supervisor of all Division staff. The Deputy Director shall report to the Director of the Department of Development.

The Planning/GIS Division will be responsible for the functions of planning, mapping, subdivision administration, geographical information systems, and infrastructure planning that are currently performed by the Department of Development, DOES and Fiscal GIS Department. The Engineer's Office will remain responsible for said functions of his office, but will work collaboratively with the Planning/GIS Division. Additionally, the Planning/GIS Division will assume responsibility from the Engineer for house numbering/addressing and the Engineer will transfer all equipment, programs, data, documents, and work papers associated with this function to the Planning/GIS Division.

The parties intend to create the Planning/GIS Division, transfer the aforementioned functions to the Divisions and effectuate the consolidation no later than November 1, 2012.

- 2. Employees.** Currently, each of the Parties have certain employees that perform planning, mapping, subdivision administration, infrastructure planning, addressing/house-numbering and geographical information systems functions, a listing and organizational chart depiction of which is attached hereto as Exhibit A, including name, classification and source of funds for compensation. With the exception of the Engineer employees, the Parties will take the necessary steps to consolidate all employees to the Planning/GIS Division. Said necessary steps include seeking Summit County Council approval to reclassify said employees to the Planning/GIS Division, amending any necessary staffing reports, classification schedules, Codified Ordinances, etc. Said necessary steps shall also include the promotion of an individual to the unclassified position of Deputy Director of the Planning/GIS Division. The Parties anticipate that, post said consolidation, the GIS/Planning Division will be structured as set forth on Exhibit B, attached hereto. The Parties anticipate that an employee of the Planning/GIS Division will be assigned to work at DOES, but will be an employee of the Planning/GIS Division and report to and through that Division and the Deputy Director. The Engineer's employee indicated on Exhibit B shall remain an employee of the Engineer and will work collaboratively with the Planning/GIS Division and will utilize the same GIS technology, tools, infrastructure, etc. as the Planning/GIS Division. Following the consolidation, the Executive shall serve as the appointing

authority of the Planning/GIS Division and shall have sole authority over the personnel matters of that Division.

3. **Equipment, Furniture, Licenses and Supplies.** All equipment, furniture, licenses and supplies currently possessed by/assigned to the Fiscal GIS Department shall be transferred to the Planning/GIS Division and shall be utilized by the employees in that Division. All equipment, furniture, licenses and supplies currently possessed by/assigned to DOES for GIS operations shall be transferred to the Planning/GIS Division but shall remain physically located at DOES's administrative offices for use by the Planning/GIS Division employee stationed at that office. The Planning/GIS Division shall retain all equipment, furniture, licenses and supplies currently used by the Department of Development's Planning and GIS staff. The Engineer shall retain all such equipment, furniture, licenses and supplies currently owned by that office.
4. **Office Space.** The Executive will provide space on the 2nd floor of the Ohio Building for the operation of the Planning/GIS Division and DOES will provide space for its satellite employee. Any rental or facility costs for the same shall be included as a cost of the Planning/GIS Division and charged back to the parties as set forth in Section 5.
5. **Funding; Internal Service Fund.** The Fiscal Office will create an internal service fund that will fund the operations of the Planning/GIS Division and will allocate the costs of the same amongst the Parties. The specific costs of the Planning/GIS Division will be allocated as follows:
 - a. **Personnel Salary and Benefits:** The costs associated with the salary and benefits of the personnel will be allocated in the manner/proportions set forth on Exhibit B. The Engineer shall bear the costs of his dedicated GIS staff member independent of the internal service fund.
 - b. **Equipment, Furniture, Supplies, Licensing, Facility Costs:** The cost for routine equipment, furniture, supplies, licensing, facility costs etc. shall be allocated 1/3 to the Real Estate Assessment ("REA") fund for the Fiscal Office, 1/3 to the General Fund for the Executive's Department of Development, and 1/3 to sewer enterprise funds for DOES. The Engineer shall bear the cost of equipment, furniture, supplies and licensing for his dedicated GIS staff member outside of the internal service fund.
 - c. **Mapping/GIS software, Non-routine/Capital Purchases:** The costs for mapping/GIS software upgrades, large or non-routine mapping and/or GIS-related capital purchases, and similar items such as ariel/Ortho-photography, ESRI maintenance, upgrades, licensing, ArcGIS maintenance, upgrades, licensing, servers and software to maintain the data used in the mapping/GIS function, etc. that are systemwide improvements and/or systemwide upgrades or maintenance for the County GIS system/network shall be paid 50% from

the REA Fund, 25% from DOES funds, and 25% from the Engineer's Motor Vehicle Gas Tax funds, as has customarily been done in the past by the parties. In the event the cost for a particular purchase has customarily been shared by the parties in some other proportion, or the parties desire to alter the proportion of cost sharing for a particular purchase, the Advisory Board shall determine the allocation of the cost amongst the parties. Any long-term non-routine/capital purchases that pertain to and/or benefit only one party (ie subdivision planning expense for the Planning function only or oblique imagery that will benefit only the Fiscal Office's appraisal department) will be allocated only to that party rather than borne by all or multiple parties. Any expense incurred by the Division under this paragraph must first be approved by the Advisory Board as set forth in Section 8, and the Advisory Board's approval shall also indicate the allocation of cost to the parties. A majority vote of the Advisory Committee is necessary to approve any such purchase and cost allocation.

6. **Information Technology Support.** The Fiscal Office shall provide information technology support for the Planning/GIS Division, including routine support, as well as support with implementing software/system upgrades, advising on software/system upgrades, and providing necessary server/storage space for all data maintained by the Division, which shall be a cost borne by the Fiscal Office and paid out of the REA Fund or general operating funds that have been appropriated to the Fiscal Office. DOES may provide additional routine support to the Planning/GIS Division employee assigned to its operations and the Engineer will provide the same to its employee performing GIS tasks.
7. **Real Estate Assessment Fund.** The Parties acknowledge and intend that this Memorandum and the structure, funding and other considerations contained herein constitute an agreement between the Executive, through the Department of Development and Planning/GIS Division to perform a portion of the Fiscal Office's duties as the assessor under 5713.01(C) of the Ohio Revised Code, and shall further constitute allowable expenses of the REA Fund under 5713.01(C) of the Ohio Revised Code and Sections 5703-25-55(B) and 5703-25-55(C) of the Ohio Administrative Code. The Parties intend, and have structured this Memorandum to ensure that the REA Fund only pay for costs that it would otherwise fund within the Fiscal Office's operations had the parties not entered into this Memorandum. Any cost allocations performed under Section 5 shall be done consistently with this intention and principle.
8. **Motor Vehicle Gas Tax.** The Parties acknowledge and agree that any costs incurred by the Engineer in fulfilling this Memorandum and performing the functions contemplated hereunder by the employees of the Engineer constitute allowable expenses of the Motor Vehicle Gas Tax Fund ("MVGT Fund") pursuant to Article XII, Section 5 of the Constitution of the State of Ohio and Sections 307.01, 315.11, 315.12 and 325.14 of the Ohio Revised Code. The parties intend, and have structured this Memorandum to ensure that the MVGT

Fund only pay for costs that it would otherwise fund within the Engineer's operations had the parties not entered into this Memorandum. Any cost allocation performed under Section 5 shall be done consistently with this intention and principle.

9. **Advisory Board.** There is hereby created a Planning/GIS Advisory Board ("Advisory Board") that shall provide advisory oversight to the Planning/GIS Division, including, but not limited to, ensuring that the terms of this Memorandum are consummated and followed by the Parties, ensuring that the Planning/GIS Division provides a proper level of service to the Parties, advising on general policy goals and direction of the Planning/GIS Division and approving, as set forth in Section 5, any large-scale/non-routine capital improvements, system upgrades and software upgrades. The Advisory Board shall consist of one representative (and an alternate) from the Fiscal Office, Executive, DOES, and Engineer. Any action taken by the Advisory Board must be done upon an affirmative vote of at least a majority of its members, taken at a public meeting with at least a majority of the members present. The Advisory Board will adopt Bylaws providing further governance of its operations. The Parties intend for the Advisory Board to replace the previously created GIS Policy Board, and the Parties will dissolve the same.

10. **Collaborative Effort; Modification.** The Parties intend this venture to be a collaborative venture and agree to mutually assist each other in fulfilling the provisions of this Memorandum. Further, the Parties agree to mutually cooperate to ensure the ongoing success of the Planning/GIS Division. In the event the Parties mutually agree to modify this Memorandum, the Parties will do so in writing.

The Parties hereby execute this Memorandum this ____ day of _____, 2012.

Approved as to form:

Russell M. Pry, County Executive

Deborah S. Matz, Director
Department of Law, Insurance
& Risk Management

Kristen M. Scalise, C.P.A., C.F.E.
County Fiscal Officer

Alan Brubaker, P.E., P.S.
County Engineer

EXHIBIT A
CURRENT PLANNING/GIS STRUCTURE

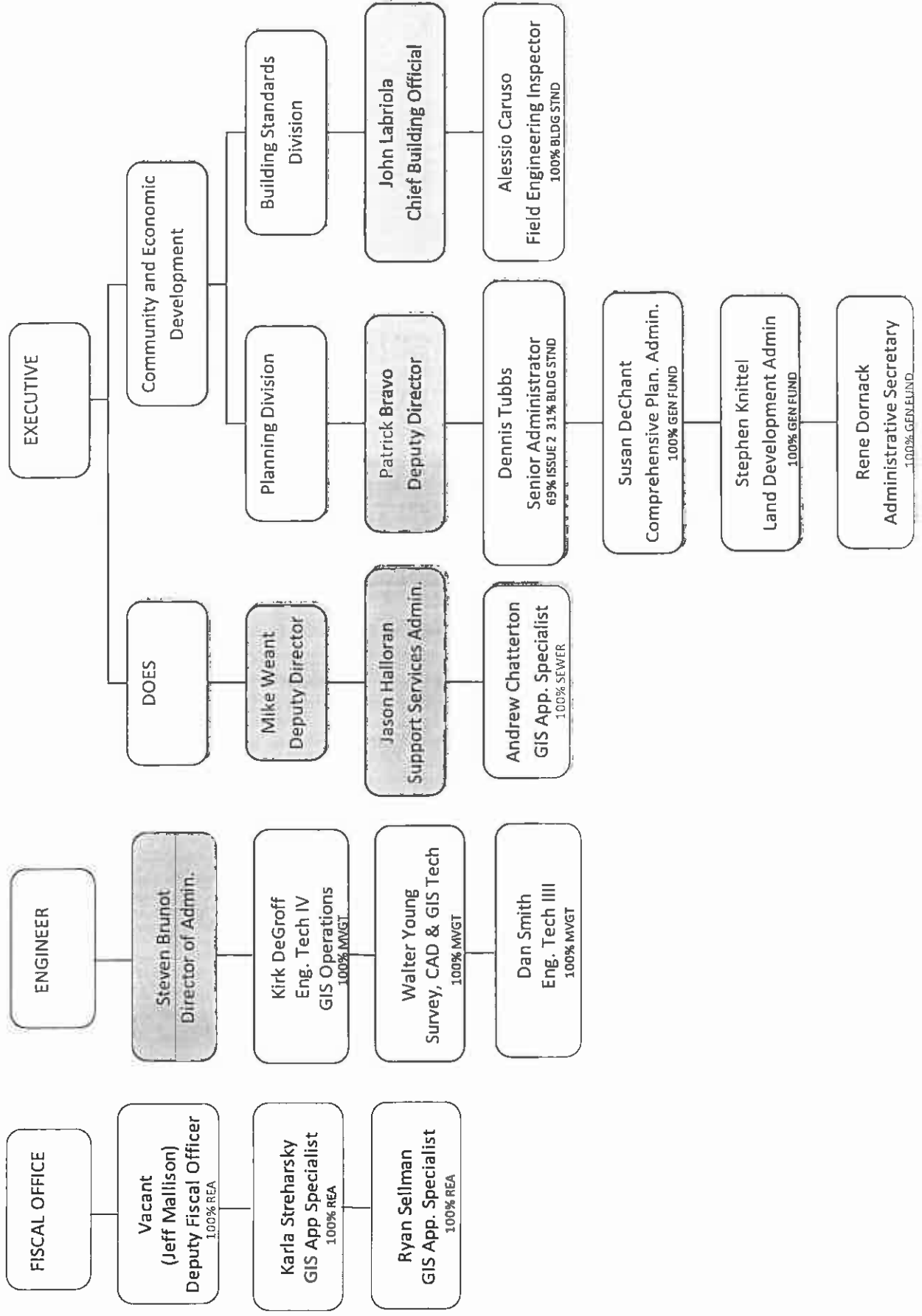


EXHIBIT B
 Community and Economic Development
 Proposed Planning/GIS Division

