



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE IDAHO TRANSPORTATION DEPARTMENT**  
**And**  
**IDAHO STATE UNIVERSITY**

**PARTIES**

This agreement is made and entered into the \_\_\_ day of \_\_\_\_\_ 2013 by and between the Idaho Transportation Department, hereafter called ITD and Idaho State University, hereafter called ISU.

**PURPOSE:**

ITD and ISU desire to enhance their geospatial capabilities and support the goal of modernizing and maintaining the National Spatial Reference System (NSRS). Both parties agree to advance the needs of the Spatial Data Infrastructure through participation in the East Idaho Regional Resource Center at ISU.

**AUTHORITY:**

The authority for this agreement is established by Sections 67-2326 through 67-2333, and 67-2339, of Idaho Code.

**RESPONSIBILITIES AND PROCEDURES:**

The Parties agree as follows:

- This Agreement is entered into for the purpose of defining communication, protocols, authorization process, billing and the total allowable charges should funding be available. All parties will continue to maintain open communication and coordination to facilitate a cooperative working environment to enhance the geospatial services within the State of Idaho.
- The Agreement Administrator will be Keith T. Weber, GISP. The ITD Agreement Administrator will be District 6 Land Surveyor, Rayce Ruiz PLS.
- While ISU employees are operating pursuant to this agreement they are acting as employees of ISU and not as agents of ITD.
- Nothing in this agreement shall be construed as to create an employer/employee relationship between ITD and the Geodetic Coordinator/instructor hired under the provisions of this MOU.
- In the event of dispute, the parties agree to bear their own costs.
- The effective term of this agreement is five years and the total amount is not to exceed \$66,000 per year to include inflationary increases in subsequent years at 3 percent annually. In the event that ISU and/or ITD are not able to budget funds specifically for payments toward this initiative, the agreement becomes ineffective and remains so until such time as funding is restored.

ISU will:

- a) Generate and publish a Position Announcement for a Geodetic Coordinator/Instructor. Evaluate applications and conduct interviews of qualified applicants. Staff full time faculty member as an Idaho Geodetic Coordinator/Instructor.
- b) Provide on campus office space and resources needed to perform the Coordinator/Instructor duties.
- c) Furnish one vehicle, one personal computer, and other surveying and computer equipment that may be necessary for the person to carry out the duties of a Coordinator/Instructor.
- d) Schedule visits and arrange for a total of 60 man days of technical and educational services as requested by ITD District Land Surveyors as provided in item h below.
- e) Schedule for the attendance of the Coordinator/Instructor at the Idaho Society of Professional Land Surveyors annual conference (contingent upon availability of funding).
- f) Use normal accounting and billing procedures to bill ITD at least quarterly for authorized services.

ITD will:

- g. Provide a list of services (attached as Exhibit A, hereto) authorized under this agreement.
- h. Provide normal travel expenses for the Coordinator/Instructor visits to each ITD district providing services as requested by ITD District land Surveyors.
- i. Evaluate the bills and pay for documented and authorized services, according to the Price Schedule in Appendix A. The amount of this agreement shall not exceed \$33,000 per year over five years to include inflationary increases in subsequent years at 3 percent annually.

#### **FINANCING:**

Budgeting, funding, and reimbursements in connection with this Agreement will be accomplished by the respective Parties to this Agreement in accordance with their respective responsibilities set out above.

Both Parties acknowledge the following:

- That participation by either Party in the current and future years is subject to budgetary limitations and administrative approvals;
- That participation by either Party in this program may be suspended in the event that the Party is unable to meet their budgetary obligations and/or obtain appropriate approvals;
- That the Party suspending participation in the program must provide the other Party 30 days advance written notice;
- That the Party suspending participation may reinstate participation in the program by providing the other Party 30 days advance written notice; and
- That the suspension of participation shall not extend the Agreement past the termination date.
- ISU will bill ITD in advance of each quarter. The bills will be sent to the following address: Rayce Ruiz PLS  
Idaho Transportation Department  
P.O. Box 97  
Rigby, ID 83442

Accounting and Fiscal Data:

- State of Idaho, Idaho State University
- Employer ID Number:
- DUNS Number:
  
- State of Idaho, Idaho Transportation Department
- Employer ID Number: 826000952
- DUNS Number: 825017395

**CONTACTS:**

The points of contact for coordinating activities under this Agreement are:

- ISU  
Keith Weber, GISP  
The GIS Center  
GIS Director, ISU  
921 S. 8<sup>th</sup> Ave, stop 8104  
Pocatello, ID 83209  
Telephone No. : (208) 282-2757  
Fax No.: (208) 282-5802  
Email: [webekeit@isu.edu](mailto:webekeit@isu.edu)
  
- ITD  
Rayce Ruiz  
Idaho Transportation Department  
P.O. Box 97  
Rigby, ID 83442  
Telephone No.: (208)-745-7781  
Fax No.: (208)-745-8735  
Email: [Rayce.Ruiz@itd.idaho.gov](mailto:Rayce.Ruiz@itd.idaho.gov)

If there is a change regarding the contact information in this section, the Party making the change will notify the other Party in writing of such change.

**LIMITATIONS:**

Nothing in this Memorandum of Understanding between ITD and ISU shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this Memorandum of Understanding shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

**EFFECTIVE DATE:**

This Memorandum of Understanding shall become effective upon signature of the Director of ITD and the signing authority of ISU.

**METHOD OF TERMINATION:**

This Memorandum of Understanding shall remain in force unless formally terminated by either party after thirty (30) days written notice to the other party.

**AMENDMENTS:**

Amendments to this memorandum shall become effective upon mutual agreement and written approval by the Director of ITD and the signing authority of ISU.

**SIGNATURES:**

IDAHO TRANSPORTATION DEPARTMENT

By \_\_\_\_\_ Date \_\_\_\_\_  
Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Division Administrator

IDAHO STATE UNIVERSITY

By \_\_\_\_\_ Date \_\_\_\_\_

(Title) \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Legal Counsel

## APPENDIX A

- The total cost to ITD is \$175,201.48 and ITD understands that there will be annual increases due to inflation. Inflationary increases in subsequent years are planned at 3 percent annually.
- The estimated cost to ITD for Fiscal Year (FY) 2015 through (FY) 2019 follows:

	Annual Amount	Quarterly Amount
FY 2015	\$ 33,000.00	\$ 8,250.00
FY 2016	\$ 33,990.00	\$ 8,497.50
FY 2017	\$ 35,009.70	\$ 8,752.43
FY 2018	\$ 36,060.00	\$ 9,015.00
FY 2019	\$ 37,141.79	\$ 9,285.45
TOTAL	\$175,201.48	

## Exhibit A

State of Idaho Geodetic Coordinator Approved Services

October 2013

The agreement and resulting partnership, between Idaho State University (ISU) and the Idaho Transportation Department (ITD), are designed to enhance the joint accomplishments of modernizing and maintaining the National Spatial Reference System (NSRS) and meeting the needs of the National Spatial Data Infrastructure throughout Idaho.

This agreement is designed to include, but is not limited to the following approved activities:

1. Assist ITD District Surveyors in performing the perpetuation and maintenance of horizontal control marks and vertical bench marks, planning and performing additional geodetic control projects, and preparing geodetic surveys for submittal to NGS for publication.
2. Schedule visits with each of the ITD District Surveyors to provide comprehensive training in the establishment and perpetuation of geodetic survey control marks, and on other subjects of interest including high accuracy leveling and establishment and use of the National Continuously Operating Reference Stations (NCORS).
3. Coordinate, train, and provide technical assistance to the ITD and other interested state, local, and private persons to develop and maintain the Idaho portion of the NSRS including the efforts of volunteer groups within the surveying community.
4. Assist in the development of standards for field surveys, which include measurements made with Global Navigation Satellite System (GNSS) and digital leveling system technology.
5. Assist in the establishment and maintenance of Calibration Baselines throughout Idaho and provide training and direction of Calibration Baseline Crews from the ITD and the surveying community for the development and calibration of the Calibration Base Lines ensuring they meet federal measurement standards.
6. Assist in the study and review of subject matter of primary interest to the surveying community including, standards and specifications of geodetic surveys which provide the foundation for Geographic Information Systems (GIS) and Land Information Systems (LIS).
7. Serve as contact point for ITD and other surveyors and GIS specialists, and provide or arrange for additional technical and educational services on geodetic matters.
8. Perform the duties of data steward for the Geodesy layer of the Idaho Spatial Reference System and serve as the Idaho point of contact for questions and concerns regarding geodetic control.

Permanent geodetic markers, both horizontal and vertical control, established under this agreement benefit ITD as well as county, state, private and federal organizations in Idaho by supporting traditional needs such as transportation design and development and by providing a more accurate spatial reference system for the location of boundaries, large - scale mapping projects, environmental assessments and the development of GIS and LIS throughout Idaho.

The advent of GNSS technology has resulted in new non-traditional uses and users of spatial data, and a part of this joint effort will be to meet those emerging needs. The enhanced system will provide a framework for engineering, cadastral, and cartographic purposes and will involve the latest technologies including the National Continuously Operating Reference Stations (NCORS).