



The City of Morgantown

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AGENDA MORGANTOWN CITY COUNCIL COMMITTEE OF THE WHOLE

Tuesday, October 26, 2021 at 7:00 PM

NOTE: Committee of the Whole Meetings of the Morgantown City Council are intended to provide an opportunity for the Council to receive information, ask questions, and identify policy options in an informal setting. No official action is taken at these meetings. At this Committee of the Whole Meeting the following matters are scheduled.

1. PRESENTATIONS:

- A. Health Right, Laura Jones - Harm Reduction Programs
- B. Morgantown Geospatial Information Consortium (MMAGIC)
- C. Indigenous People's Day Resolution & Program - Human Rights Commission

2. PUBLIC PORTION:

3. ITEMS FOR DISCUSSION:

- A. Harm Reduction Program Support Letter
- B.** MMAGIC
- C.** Resolution for Recognizing the Second Monday in October as Indigenous People's Day rather than Columbus Day

4. ADJOURNMENT:

MEMO



From: Marvin A. Davis, GIS Analyst

To: Morgantown City Council

CC: Emily Muzzarelli

City Council Members,

On Tuesday, October 26th, we will be discussing a draft Memorandum of Agreement to establish the Monongalia Morgantown Area Geospatial Information Consortium – “MMAGIC” for short.

What is MMAGIC? It is the realization of a long-gestating idea of cooperation and coordination for the GIS operations of Monongalia County, the City of Morgantown, and Morgantown Utility Board. Staff and officials of our organizations have worked for several years to build a framework to allow us to coordinate GIS projects and operations to avoid duplicating efforts, easily share our data, and share the financial costs of projects that benefit all our agencies but are cost-prohibitive to be pursued by any one agency alone.

The Memorandum of Agreement would create MMAGIC with a Policy Board of which every Partner (Monongalia County, City of Morgantown, and Morgantown Utility Board to start) is a member. The Policy Board would meet to set up cost sharing for annual and special projects prior to each organization’s budgeting sessions, set rules on how data is to be shared and maintained, and establish pricing for other organizations who are not part of MMAGIC to access data from these shared projects. Additionally, other organizations in Monongalia County who regularly utilize GIS data or services would be brought in as part of a Stakeholder Committee that provides project ideas and GIS needs for the Policy Board to consider.

The attached agreement and the appendices are very extensive and the result of years of work between these three organizations, but I emphasize these are still in “draft” form. These documents are being provided ahead of the Committee of the Whole meeting to give you time to consume them and to identify any concerns you may have. I plan on attending the meeting to help answer any questions and look forward to speaking with you.

Thank you,

Marvin A. Davis

GIS Analyst

MMAGIC MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, ("Effective Date") by and between the MONONGALIA COUNTY COMMISSION (County), CITY OF MORGANTOWN (City), and MORGANTOWN UTILITY BOARD (MUB), hereinafter collectively referred to as the "Partners".

RECITALS:

WHEREAS, in 2021, Monongalia County, City of Morgantown, and Morgantown Utility Board formed a cooperative association and arrangement for the purpose of developing, operating, and maintaining a coordinated geographic information system ("GIS") effort known as the Monongalia Morgantown Area Geospatial Information Consortium ("MMAGIC"); and

WHEREAS, Monongalia County, City of Morgantown, and Morgantown Utility Board agreed to become Partners of MMAGIC in 2021; and

WHEREAS, in addition to its Partners, MMAGIC serves both public and private licensees and external users throughout Monongalia and other West Virginia counties, including local governmental entities, consultants, businesses, educational institutions, non-profit corporations and other users; and

WHEREAS, MMAGIC provides a framework for Partners and Participants to retain their separate identities, budgets, and oversight and approval authority of governing bodies while coordinating projects and eliminating duplication of efforts; and

WHEREAS, the Partners desire that MMAGIC continue developing, maintaining, and proactively supporting a comprehensive GIS that promotes user-focused, cost effective, and efficient use of geospatial and applications technology through operational and technological improvements and expanded services; and

WHEREAS, in order to promote MMAGIC as the primary coordinator of geospatial data and application services throughout the Morgantown Metro region for the benefit of existing and future MMAGIC Partners, licensees, and users, the Partners believe it necessary and beneficial to set forth agreements relative to the purpose and duties of MMAGIC, including their undertakings, responsibilities, data and cost sharing and the manner in which they will prioritize projects and support their cooperative arrangement.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Partners hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS

1.1 The above recitals are incorporated herein by reference as if fully set forth herein and are adopted as true and correct findings of fact by the Partners.

SECTION 2. DEFINITIONS

2.1 The following terms shall have the meaning set forth below:

2.1.1 Data: The geographic data, jointly owned by Partners, stored and made accessible to Partners and Stakeholders.

2.1.2 GIS: Geographic information system of hardware, software, applications, and data used to store, retrieve, map and analyze geographic information.

2.1.3 Stakeholder: A Partner or other entity accessing the GIS Data by separate agreement with MMAGIC or a Partner(s), excluding public users who may access data only subject to terms of service through publicly available media such as a website. Any entity within the Morgantown Metro region may make a request to be a Stakeholder of MMAGIC. The Policy Board will review requests and be the approving body for an entity to become a Stakeholder.

2.1.4 Partner: An agency or organization which has a seat on the MMAGIC Policy Board, and which is assigned, by the Policy Board, specific administrative and responsibilities for MMAGIC, subject to the provisions of this Agreement. An agency or Stakeholder, other than the Partners initially listed in this agreement, may become a Partner by a majority vote of the Policy Board and necessary updates to this agreement, including revising cost and revenue share allocations as described within this agreement.

Except as otherwise set forth herein, the use of the term "Partner" in this Agreement is not intended to and does not mean, infer, or imply, nor shall it be construed or interpreted to mean that the parties or their representatives are "partners," engaged in a partnership under West Virginia law or that MMAGIC is a "partnership," or any legal entity other than a collection of public agencies operating under an intergovernmental agreement as permitted by law, under any state, federal, or local law, as to their relationship to each other or to any third party.

2.1.5 Policy Board: The Board created under this Agreement to oversee, manage, and control the overall recommendations, funding requests, and activities of MMAGIC.

2.1.6 Project Manager: The Partner identified as responsible for the management and administration of a specific GIS project as identified by the Policy Board.

SECTION 3. STATEMENT OF PURPOSE

3.1 The Partners agree to the creation and continuation of MMAGIC for the purpose of developing, encouraging, and proactively supporting a comprehensive and coordinated GIS that promotes user-focused, cost effective and efficient use of geospatial and applications technology by and for the benefit of its Partners, licensees and external users.

3.2 The Partners agree to mutually cooperate and to effectuate the intent and purpose of the Agreement, the specific objectives of which are to:

3.2.1. Define the respective undertakings, duties and responsibilities of MMAGIC Partners with regard to the operation of MMAGIC including the manner of prioritizing projects, identifying Project Managers, and to

3.2.2. Define the primary GIS data, products and services to be provided by the Partners and MMAGIC Participants which shall include:

- A. A digital platform (computer infrastructure and software) that supports access to and the use of GIS data and applications.
- B. Comprehensive, high-quality, and regularly updated GIS datasets.
- C. Custom GIS services, applications, and support to users; and
- D. Administrative and management services to ensure efficient operations between all participating Partners and Stakeholders.

3.2.3. Provide services pursuant to this Agreement in a professional, courteous, effective and efficient manner and in compliance with all applicable policies, codes, rules, laws and regulations.

3.2.4. Cooperate with each other and execute such instruments, documents, or agreements, and take such other actions as may be reasonably requested from time to time in order to carry out, evidence, or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement.

SECTION 4. DURATION

4.1 This Agreement shall commence on the Effective Date and shall continue in full force annually unless terminated under the terms listed in Section 9 of this Agreement.

SECTION 5. GOVERNANCE

5.1 Policy Board. A board, known as the "Policy Board," is hereby created to oversee, manage, and control the overall recommendations, funding requests, and activities of MMAGIC. The Policy Board acts in an advisory manner by which mutually beneficial GIS projects, ideas, and funding requests, are taken to each Partner's governing body for review, consideration, and approval. By execution of this Agreement, each Partner authorizes a GIS staff member or his or her designee the to serve on the Policy Board. A Partner may appoint this individual as the primary Board member as well as identify an individual as a secondary designee who shall have the authority to act in the stead of the Partner's primary Board member. The Partner's appointment(s) shall be made in writing and shall be sent to the Policy Board Chair.

5.1.2 The Policy Board shall elect from its members a Chair by majority vote. The election shall occur annually at a regular or special meetings of the Policy Board to begin July 1 of a calendar year and end on June 30 of the following calendar year. Nominations shall be made from the floor by any member of the Policy Board entitled to vote.

5.1.3 The duties of the Chair shall be to preside over and call all meetings of the

Board, sign resolutions, policies, and other documents which the Board has authorized be signed by the Chair, and to perform all the duties incident to the office of Chair and such other duties as may be prescribed from time to time by the Policy Board. The Chair, or Secretary if designated, shall keep complete records of completed Project Worksheets, Agreement updates or revisions, reports, funding requests/approval, and any other document produced by the Policy Board.

5.1.4 The Policy Board may appoint a Partner to serve in the role of Secretary. The duties of the Secretary shall be to perform the duties of the Chair in the temporary absence of the Chair, except as may otherwise be provided by the Policy Board, and to record and prepare minutes of the meetings of the Policy Board. In the absence of the Chair and Secretary, the Chair may appoint any other Partner of the Policy Board to preside at a meeting as Chair Pro Tem.

5.1.5 The Chair and Secretary shall serve for a term of one (1) year and thereafter until a successor is elected. The Chair and Secretary may succeed themselves in office however may not succeed themselves in office for more than two (2) succeeding terms except by unanimous vote.

5.2 Stakeholder Committee. A committee, known as the Stakeholder Committee, is hereby created to assist the Policy Board with its considerations and by monitoring the interests of and activities of MMAGIC. Each Stakeholder is a member of the Stakeholder Committee.

5.2.1 The Chair of the Policy Board shall serve at the Chair on the Stakeholder Committee.

5.3 Meetings. Regular meetings of the Policy Board shall be held at least once each quarter, the date, time and location of which shall be fixed by the Policy Board. Regular meetings of the Stakeholder Committee shall be held at least twice a year, the date, time and location of which shall be fixed by the Stakeholder Committee and may be concurrent to a Policy Board meeting. At least annually, the Chair shall establish a calendar of regular Policy Board and Stakeholder meetings which shall be established at its first regular meeting of each fiscal year. The Chair or a majority of the members of the Policy Board or Stakeholder Committee may call a special meeting for their respective Board/Committee.

5.4 Quorum. A majority of the members of the Policy Board shall constitute a quorum at any Policy Board Meeting. A quorum is not required for a Stakeholder Committee Meeting.

5.5 Board Action. A majority vote in the affirmative by the Policy Board members present at a meeting at which there is a quorum shall be required to take official Policy Board action, except as otherwise stated in this Agreement. When a unanimous vote is required by this Agreement, a motion, or pending question will not be approved unless it receives an affirmative vote from every member of the Policy Board. Each member of the Policy Board, including the Chair, shall be entitled to one vote on a motion or question.

5.6 Duties. The duties of the Policy Board shall include the following:

5.6.1 Review, prioritize, and make recommendations on GIS projects for the upcoming fiscal year operations and long-term planning for the Five-Year Capital

Improvement Plan utilizing the Project Worksheet, included in Appendix C of this Agreement which shall be incorporated in and made a part hereof, as if fully set forth herein. Input on GIS projects shall include recommendations from the Stakeholder Committee. Formally submit budget requests from Partners and, if applicable, additional Stakeholders, for shared amount of project costs at a time in which it aligns with each Partner/participating Stakeholder budget planning cycle.

5.6.2 Elect and appoint, by unanimous vote, a Project Manager from among the Partners of MMAGIC, to be the responsible party of a specific project. It is understood and agreed, however, that no Partner shall be elected Project Manager without the Partner's consent, and no change in the Project Manager shall be permitted between January 1st and June 30th of the then current fiscal year, except by unanimous vote of the Board.

5.6.3 Annually, or on an interval as deemed appropriate, review and approve, by unanimous vote, the Cost Share Method Breakdowns shown in Appendix A of this Agreement, setting forth the amount each Partner will pay which utilize a standardized method, towards MMAGIC projects for the next fiscal year. Reference in this Section and throughout this Agreement to "Fiscal Year" means the fiscal year of the original Partners, which runs July 1 through June 30. The Cost Share Method Breakdowns as of FY 2022 (July 1, 2021 through June 30, 2022) is set forth in Appendix A of this Agreement and shall be incorporated in and made a part hereof, as if fully set forth herein. Cost Share Method Breakdowns for subsequent fiscal years will be updated through appropriate revisions to this agreement and incorporated into the Agreement or as needed.

5.6.4 The Policy Board will direct the MMAGIC Chair to provide an annual, or more frequently as requested, report on MMAGIC operations. The Policy Board will review, request revisions, and approve the reports about MMAGIC operations prepared by, or under the direction, of the MMAGIC Chair. The timing and content of the reports will be determined by the Policy Board.

5.6.5 Establish, authorize, approve, and/or monitor policies, procedures, rules, resolutions, and other documents necessary and or beneficial to the operations of MMAGIC, including policies and procedures regarding data distribution and disclosures to MMAGIC Partners and Stakeholders, privacy, licensing, data security, public internet data distribution, and financial management, provided the same are not in conflict with policies, procedures, rules, resolutions, and other documents established, authorized, and approved by the governing bodies of the MMAGIC Partners.

5.6.6 Approve, by unanimous vote, the admission of new Partners to MMAGIC, including by agreement with each new Partner, the percentage or proportionate share of operating and capital costs of MMAGIC to be paid by each new Partner. The new Partner will then become part of the Policy Board and be granted a vote in decisions. The Policy Board shall also determine the terms and conditions of amendments to this Agreement and any Addendum to this Agreement which may be necessary to effectuate the admission of new Partners.

5.6.7 Approve, by majority vote, the admission and agreement creation of new Stakeholders to MMAGIC.

SECTION 6. MMAGIC PARTNERS

6.1 In addition to all other terms and conditions of this Agreement, each MMAGIC Partner agrees to and shall comply with the following:

6.1.1 Utilize MMAGIC resources and services in accordance with MMAGIC's defined and written policies as well as provide basic advisory support for Partners and Stakeholders for GIS needs assessment and application assistance within the realm of collective progress for MMAGIC. Respond to questions from GIS users in Partner organizations about MMAGIC data, supported software, and custom applications.

6.1.2 Appoint a GIS staff member to the Policy Board as the primary designee and, if desired, appoint a secondary designee to serve in the stead of the GIS staff member.

6.1.3 Provide original data, data updates, and maintain data on a regular or as needed basis to maintain shared MMAGIC data. Work with Partners and Stakeholders to configure new GIS data sets for incorporation into MMAGIC database.

6.1.4 Distribute Data only in accordance with the adopted and/or approved MMAGIC data distribution policies, procedures, rules and/or regulations including the sale and distribution of any data.

6.1.5 Provide and/or procure and maintain the Partner's own GIS equipment, software, and GIS-related assets and resources as deemed necessary to support its own GIS operations. Maintain existing custom GIS applications for Partners and work towards integration between GIS and external software and databases associated with these custom applications.

6.1.6 Contribute designated amounts to MMAGIC projects and expenses per the Policy Board approved project worksheets, which have also been approved by each Partner's legislative or governing body and budgeted for during the Partner's budgeting process. The Project Manager will provide regular invoices for specific projects. Partners must provide payment to the Project Manager within thirty (30) days of the date of any invoice, provided that, the invoice is within the terms of the agreed upon project worksheet.

6.1.7 Follow MMAGIC defined procedures for "sale" of good or services related to GIS. Record any revenues earned and distribute to contributors based on agreed upon Revenue Sharing methods as outlined in Appendix B. Provide details of all Revenue to the MMAGIC Policy Board for tracking and reporting purposes.

SECTION 7. PROJECT MANAGERS

7.1 Project Manager: The Project Manager is a Partner which is designated to be responsible for the overall management, administration and maintenance of specific projects initiated by MMAGIC and approved by the Policy Board and individual governing bodies. The Project Manager shall exercise its authority and perform its duties and responsibilities in accordance with this Agreement and the mission, vision, objectives, goals and plans for MMAGIC established by the Policy Board.

7.2 Duties: The authority, duties and responsibilities of the Project Manager shall include the following:

7.2.1 Entering contracts, agreements, leases, and/or procurement arrangements for identified, budgeted, and agreed upon projects, following West Virginia purchasing and bidding guidelines, in accordance with and in furtherance of this Agreement. The Project Manager shall abide by its individual agency’s purchasing and procurement policies and procedures in procuring and executing any such documents.

7.2.2 The Project Manager is responsible for direct payment to contractor, consultant, vendor, etc. for the assigned project. The Project Manager then invoicing each Partner involved in that specific project at the time of substantial completion, or other regular intervals, for the Partner's share of the cost of the project. The cost share invoiced to each Partner for that project shall be based on this Agreement and the approved Project Worksheet in which a Cost Share Breakdown Method was selected and approved by each Partner and/or Participant.

7.2.3 Sending notice of delinquency to any MMAGIC Partner that has not remitted payment within thirty (30) days of the date of invoice.

7.2.4 Providing regular project updates to the Policy Board on approved projects, including current phase (such as planning, bidding, contract negotiations, active, quality control, or completed).

7.2.5 Notifying the Policy Board and Partners of any unforeseen project circumstances, schedule delays, proposed change orders that increase/decrease project costs or change work product within one (1) week of notification from contractor, consultant, vendor, etc.

7.2.6 Providing Partners and/or Participants of that project with the final work product from the contractor, consultant, vendor, etc. The work product received by the Project Manager shall be identical to the work product given to the Partners and/or Participants of that project.

SECTION 8. EXPANSION OF MMAGIC PARTNERSHIP AND SERVICE AREA

8.1 The Policy Board may expand the geographic service area for MMAGIC data, products, and services to include areas outside of Monongalia County provided the expansion is in the best interests of the Partners and is consistent with MMAGIC's mission. Any such expansion shall be approved by a majority vote of the Policy Board. Such approval may also require formal agreements with non-Partner organizations (e.g. neighboring counties) as deemed necessary by the Board and/or updated to agreement terms as necessary, including but not limited to cost sharing.

SECTION 9. TERMINATION OF PARTNERSHIP

9.1 Termination: A Partner may terminate its participation in MMAGIC at any time by providing written notice to the Policy Board, and provided that the Partner provides 30 days’ notice before the termination becomes effective. Termination does not abrogate any responsibility of the terminating Partner(s) to pay their portion of previously approved, budgeted, and/or executed contracts for GIS services, and payment of invoices provided by

the Project Manager(s) for the previously executed contract(s) must still be paid within the timeframes discussed in this agreement. Termination also does not abrogate the Partner from disbursement of revenue earned for Data collected through MMAGIC, through the end of the fiscal year termination is activated, as outlined in this agreement and Appendix B. Termination of partnership in MMAGIC should only occur as the result of unforeseen circumstances or due to a Partner's executive, legislative, or governing body failing to authorize the continued participation in MMAGIC or expenditure of the Partner's share of funds.

9.2 Should any of the Partners of MMAGIC elect to terminate their participation in MMAGIC, MMAGIC may continue in operation for the benefit of the remaining Partners providing that a minimum of two (2) of the remaining Partners elect to continue their participation by making such election in writing within 60 days of the date of the notice of termination of one of more Partners. If all MMAGIC Partners, or all but one Partner, gives notice of termination, this Agreement shall terminate as of the date the last termination becomes effective and MMAGIC shall be deemed to have been dissolved.

SECTION 10. MMAGIC DATA

10.1 Any MMAGIC data policies and procedures established, authorized, and approved by the Policy Board shall be consistent with this Agreement and with the policies and procedures of each Partner organization, and any and all applicable laws, rules, and/or regulations. Data policies approved by the Policy Board shall take into account the following:

10.1.1 MMAGIC Partners will release or sell GIS data only in accordance with the policies and procedures developed under this Agreement.

10.1.2 The data supplied by Partners to MMAGIC that have been collected prior to the execution of this agreement will be owned by the individual Partner, however, the data may be utilized by other Partners for purposes consistent with this Agreement and any policies and procedures adopted by a Partner in furtherance of this Agreement. All datasets, mapping, and other completed work products have been collected after the execution of this agreement and that have been paid for by Partners, and Participants when applicable, per Section 11 of this agreement shall be jointly owned by MMAGIC Partners.

10.1.3 A Partner may refuse to disclose data to MMAGIC if such disclosure is prohibited by any federal or state statute, law, court order, local ordinance or contract, and to the extent necessary to preserve any statutory or common law privilege.

10.2 Data Management and Sharing.

10.2.1 Premise. For the purpose of this agreement, sharing within the section refers only to internal sharing of Data between MMAGIC Partners. All agencies who adopt the Memorandum of Agreement that recognizes MMAGIC shall, as Partner data owners, share and manage their authoritative data with other recipient agencies utilizing efficient methods. Applicable data sets will be labeled with the originating source's legal disclaimers and limitations.

10.2.2 Withholding Sharing. Each data owner retains the ability to withhold sharing to specific or all agencies of MMAGIC only if one of the following instances occurs:

A. Data is being actively updated by the data owner and is planned to be shared once updates and quality control checks are completed.

B. Data is classified as, or contains attribute data considered to be, sensitive or confidential in nature, and cannot be reproduced in a way that maintains security

C. Recipient agency has not been sharing data without a specified reason.

D. Recipient agency has not been participating in cost sharing for any MMAGIC data collection projects for more than one calendar year.

E. An exception that is mutually agreed-upon by the Partners.

10.2.3 Categories of Authoritative Data to be Shared. MMAGIC recognizes as more and more data is created by participating agencies, the need to identify specific datasets to share is burdensome and inefficient. The Committee adopts the ESRI March 2020 categories and subcategories for all authoritative data to be shared and is listed in Appendix E – Categories of Shared Authoritative Data.

10.2.4 Methods of Sharing Data. MMAGIC identifies the need to maintain authoritative data that is shared between Partner agencies. Member agencies shall strive to utilize sharing methods that always provide recipients the mutually agreed-upon “best” versions of authoritative data. The three methods outlined in this section shall not be construed to reflect all available methods but reflect the most common methods of data sharing expected to be used for the members of MMAGIC.

A. ArcGIS Collaborations. This method is the most streamlined means to share and update data between each member’s ArcGIS organizations (Enterprise or Online). The two types of ArcGIS Collaboration available at the time of this Agreement are Partnered (ArcGIS Online organization to ArcGIS Online organization) and Distributed (ArcGIS Enterprise Portal to another ArcGIS Enterprise Portal or ArcGIS Online organization). In either instance, data can be shared and/or updated between all member agencies using ArcGIS Collaboration, reducing redundancy and ensuring up-to-date authoritative data between all agencies.

The requirement of this method is agencies maintain an operational ArcGIS Enterprise Portal site or ArcGIS Online organization to connect to the collaboration groups.

B. Individual ArcGIS Hosted Feature Service Layers. This method is different from Collaborations as it involves sharing URLs or layer files individually with agencies that directly load the hosted feature service (or its “view”) layer being shared by an agency. This method provides agencies the shared data and allows for viewing of updates to the data but is inefficient for multiple hosted feature service layers being shared. This method is not limited to either ArcGIS Enterprise Portal or ArcGIS Online as both can utilize it.

C. Disconnected Data Transfers (ex. External Hard Drive swapping). This method is not recommended for sharing data due to the static nature and immediate

obsolescence of data being shared through this method. Data that would not be regularly updated or only involves one collection, such as aerial imagery or LiDAR, is the only recommended use for this method. As member agencies mature in their GIS infrastructure, other avenues of sharing this data should be explored.

D. Other means. If other methods to seamlessly share data between member agencies were identified to be equal to or better than the methods in the above sections, they shall be adopted by MMAGIC and added to this section.

10.3 Open Data and other Initiatives. Member agencies of MMAGIC shall strive to adopt and follow Open Data policies for their authoritative data that is collected and/or maintained through taxpayer funds and whose availability does not pose potential security or public safety hazards. This is not to include data processing or customized requests that are beyond the scope of the authoritative data and require additional agency resources to accommodate (ex. Parcel clip exports, private purchases of datasets, post-processed elevation data, etc.). Fees established by the agency maintaining ownership shall be followed for such requests. Revenue sharing policies for jointly owned Data is described in Appendix B Revenue Sharing Methods for MMAGIC Partners.

10.4 Sharing Data to Stakeholders. MMAGIC Partners have agreed to share in the cost required to develop and maintain data sets. Sharing of MMAGIC Data with Stakeholders shall only occur in accordance with that Stakeholder's agreement with MMAGIC, as approved by the Policy Board. Any Partner may share the requested Data with the Stakeholder as long as the sharing meets the terms of that Agreement and that the Revenue Share Method form, as seen in Appendix B, is completed and details sent to the MMAGIC Policy Board for record keeping.

10.5 Sharing Data to Outside Agencies. MMAGIC understands that there may be times when Data that has been collected and paid for by Partners and other participating agencies may be of value to an agency or group that holds no existing membership or affiliation with MMAGIC. MMAGIC desires to be a community partner in GIS. Most Data is available to the public to view free of charge through the various Partners' GIS websites. Select Data that can be publicly viewed may also be available for purchase. The price to purchase includes an administrative fee and may include a portion of the project costs. The portion of project costs are reviewed on a case-by-case basis. The funds collected and redistributed amongst contributing partners are intended to further promote and progress GIS within the community.

10.6 Expiration of Data. In an instance that data has expired in its relevance or becomes outdated due to lack of maintenance, and the data owner wishes to remove it from sharing, prior notice shall be given to all member agencies informing them of the data being removed and the timeframe it will be removed. If an instance exists where the data will never be updated or become relevant again, an archived version of the data shall be kept by the data owner and available upon request to member agencies.

10.7 Project Cost Sharing

10.7.1 Premise. MMAGIC finds that data collection projects done at the countywide

scale (or similar) provide an inherent benefit to all agencies within Monongalia County area. Due to the expense of data collections, such as aerial imagery and LiDAR, cost sharing shall be implemented to lessen the expense of any one Partner and distribute it to other Partners that will benefit from the data collected from projects. Stakeholders may participate in the project from the beginning, pending their participation in the project cost sharing. They may also access the Data after the fact by “purchasing” it by following MMAGIC procedures defined by the Policy Board. The amount of cost shared by member agencies may or may not be equal across individual projects but shall reflect agreed-upon Cost Share Methods as described in Appendix A or as described in the approved Project Worksheet completed for the Project.

10.7.2 Cost Sharing Analysis. Due to the complexities of data acquisition and the overlapping jurisdictional or service boundaries of entities within Monongalia County, two simplified versions for the basis of cost sharing methods are recommended. While individual projects may have more accurate cost sharing methods which are not specifically included in this agreement, the Partners of MMAGIC believe that a simplified method is appropriate for expeditious and fair execution of projects. While it is important to use standardized methods when possible to expedite the review, approval, and execution of collectively beneficial projects, the Project Worksheet shown in Appendix C allows for other methods to be considered on a project-by-project basis. MMAGIC also understands that these characteristics are not static, and agrees that the cost share methods will annually, or on an interval as deemed appropriate, be reviewed and approved, by unanimous vote, by the Policy Board.

10.7.3 Payment for Projects. The Project Manager for a project is responsible for making payments to the contractor, consultant, or other entity for agreed upon work. The Project Manager then is responsible for establishing invoicing procedures for all participating agencies to complete the payment for the project. Invoices to participating agencies must include copies of the invoices from the contractor/consultant and must be paid within thirty (30) days of receipt, unless otherwise convened.

10.7.4 Deliverables. At completion of the project, the complete deliverable shall be made immediately available to all participating agencies. It is the participating agencies responsibility to acquire the deliverable. Ownership of the data shall be shared between all participating agencies, with public availability through MMAGIC’s established Open Data policies and procedures.

10.7.5 Refusal to Participate in Cost Share. Any member agency which refuses to participate in the share of cost for a data collection project shall be refused the project deliverable at time of completion of the project and be refused ownership privileges of the deliverable data. MMAGIC shall establish fees and procedures for a non-participating agency to have access to the deliverable and allocate said fee(s) toward a future project.

SECTION 11. OWNERSHIP OF MMAGIC SHARED DATA AND PROPERTY

11.1 Ownership of MMAGIC Shared Data: All datasets, mapping, and other completed work products that have been paid for (or have had a portion of the cost paid for per executed Project Worksheets) by Partners, and Participants when applicable, shall be utilized and held in trust by the Partner(s) and Participants for use as MMAGIC data. Such MMAGIC data will be identified by the Project Manager as being jointly owned by MMAGIC

Partners. All Partners retain ownership of the data, regardless of participation in MMAGIC or the continued existence of MMAGIC. Nothing herein, however, shall limit the ability of a Partner to maintain its own (non-shared) GIS resources, staff, or services if the maintenance of the GIS resources, staff and/or services is consistent with the terms and conditions of this Agreement and MMAGIC's Mission.

11.2 Effect of Dissolution: Dissolution of MMAGIC has no effect on a Partner's or Participant's ownership rights to data existing at the time of dissolution, provided that, the cost to obtain the data has been fully paid for and the Partner is not in default of payment of their respective cost share to the Project Manager. A Partner that terminates partnership and has not paid, or does not continue to pay, for the Partner's assigned cost-share in any data shall no longer have access to or ownership of the data.

11.3 Loaning of Equipment: Any Partner may, with approval of the Policy Board and their governing body, loan property or equipment to MMAGIC for the furtherance of its mission in accordance with this agreement. Such property will continue to be owned by the loaning Partner organization, and the Partner/MMAGIC shall maintain an inventory of the loaned equipment. If the Partner owning the loaned equipment wishes to withdraw it from MMAGIC service, the Partner may do so provided that, if in the opinion of the Policy Board, the property is essential to MMAGIC and requires replacement to ensure consistency and proper functioning of MMAGIC, then such loaned equipment will be withdrawn only after providing a reasonable period of time after notice of withdrawal sufficient to allow for replacement of the equipment.

SECTION 12. LIMITATION OF LIABILITY

12.1 The Project Manager makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the programs or data, or warranty with respect thereto. In no event shall the Project Manager be liable for any incidental, indirect, special or consequential damage in connection with or arising out the performance of its duties, obligations, and responsibilities contained in this Agreement. Data sets that are shared with MMAGIC, and subsequently "Viewable" for the public will be marked with any legal notices or limitations set forth by the data owner or MMAGIC Policy Board as deemed appropriate.

SECTION 13. MAINTENANCE OF RECORDS AND OPEN RECORDS REQUESTS

13.1 The Partners shall maintain during this Agreement, and for not less than five years from the date of its termination or dissolution, complete and accurate records of all the services provided hereunder. The Partners shall allow the other Partners, at any reasonable time, to inspect and audit those records by authorized representative of its own or of any public accounting firm selected by it.

13.2 MMAGIC is not a separate government entity for purposes of the West Virginia Freedom of Information Act. Any MMAGIC Partner or employee thereof who receives a request for public records related to MMAGIC will forward the request to each Partner to be handled in accordance with law and will notify the requester that MMAGIC is not a separate government entity but that the request has been delivered to the government entity Partners.

SECTION 14. AMENDMENTS

14.1 This Agreement may be amended in writing at any time by mutual agreement of all of the Partners that are signatories to this Agreement and current Partners of MMAGIC. Amendments will refer to this Agreement and to subsequent amendments, if any, on the same subject and will specify the language to be changed or to be added. The execution of any amendment will be authorized by the passage of an appropriate resolution, ordinance or other proper and lawful action by the authorities of each Partner.

SECTION 15. GOVERNING LAW

15.1 This Agreement will be governed according to all applicable laws of the State of West Virginia.

SECTION 16. CAPTIONS

16.1 The captions or headings in this Agreement are for convenience only and no way define, limit, or describe the scope or the intent of any provision or sections of this Agreement.

SECTION 17. SUCCESSORS

17.1 This Agreement shall be binding upon and inure to the benefit of the Partners hereto and their respective, heirs, successors, and assigns.

SECTION 18. SEVERABILITY

18.1 If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

SECTION 19. AUTHORITY

19.1 Each Partner has all the authority and power necessary to execute, deliver, and perform this Agreement without the need to obtain the consent of any person or entity. Each Partner represents that the execution, delivery, or performance of this Agreement will not result in a breach or contravention of any other contract obligation, charter, agreement of Partnership, or by-laws of any Partner. This Agreement constitutes the valid and legally binding responsibilities and obligations of the Partners, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Partners hereto have executed this Agreement as of the date first written above.

Monongalia County

By:

Name:

Its:

City of Morgantown

By:

Name:

Its:

Morgantown Utility Board

By:

Name:

Its:

APPENDIX A- COST SHARE METHODS FOR MMAGIC PARTNERS

This Appendix defines the standardized cost share methods agreed to by MMAGIC Partners consistent with this Agreement. Cost Share Methods are intended to simplify and accelerate review and approval process for a project by all Partners. Two main methods are listed.

During project review phase, one of the below cost sharing methods should be selected, or if deemed appropriate, an alternative cost sharing method may be clearly defined on the project worksheet and selected for that project.

Table A-1: Equal Share Method

MMAGIC Partner	Cost Share (based on Partners listed)
Monongalia County	1/3 Project Cost (33.33%)
City of Morgantown	1/3 Project Cost (33.33%)
Morgantown Utility Board	1/3 Project Cost (33.33%)
TOTAL:	100%

Table A-2: Grid/Tile Based Method (County Wide)

MMAGIC Partner	Cost Share (based on Partners listed)
Monongalia County	688 Tiles (80%)
City of Morgantown	45 Tiles (6%)
Morgantown Utility Board (remaining)	120 Tiles (14%)
TOTAL:	853 Tiles (100%)

APPENDIX B- REVENUE SHARE METHODS

Sec. 1 –Requested Information		
Agency Receiving Request		
Is Requesting Entity a Municipality?	<input type="checkbox"/> Yes _____ <input type="checkbox"/> No _____	<i>If no, list entity:</i> _____
Is the Requesting Entity a MMAGIC Stakeholder?	<input type="checkbox"/> Yes _____ <input type="checkbox"/> No _____	<i>If yes, list sharing arrangement:</i> _____
Requested Data / Information		
Sec. 2 – Administrative Fee		
Anticipated time needed to complete request: _____ Hours	Processing Rate \$20 / Hour	Administrative Fee to be collected and retained by Agency Receiving and Processing Request: \$_____ (Hrs x \$20/Hr) <input type="checkbox"/> Check this box if Administrative fee waived per approved Stakeholder Agreement.
Was the requested information paid for collectively by MMAGIC Partners?	<input type="checkbox"/> Yes _____ <input type="checkbox"/> No _____	If yes, select Partner(s) who contributed: <input type="checkbox"/> Monongalia County <input type="checkbox"/> City of Morgantown <input type="checkbox"/> Morgantown Utility Board <input type="checkbox"/> Others _____
Cost Share Method Used	<input type="checkbox"/> Equal Share Method <input type="checkbox"/> Grid/Tile Based Method <input type="checkbox"/> Other _____	
Sec. 3 – Revenue Share Method		
Revenue Share Method	<input type="checkbox"/> Aerial Data for Municipality – See Appendix B, Table 1. <i>Revenue retained by Monongalia County, who’s current cost share percentage covers these jurisdictions.</i> <input type="checkbox"/> Equivalent Population for Municipality – See Appendix B, Table 2 <i>Revenue split equally between contributing Partners Identified in Section 2 Above.</i> <input type="checkbox"/> Other _____	
Original Project Cost	\$ _____	
Requestor’s Share in Project Costs (% Share x Project Cost)	\$ _____	

APPENDIX B- REVENUE SHARE METHODS

Sec. 4 – Revenue Share Return Information	
Monongalia County Share To Be Returned	\$
City of Morgantown Share To Be Returned	\$
Morgantown Utility Board Share To Be Returned	\$
_____ Share To Be Returned	\$

Table 1 - Aerial (Tile Based Cost Share Percentage)

Jurisdiction	No Tiles Used	% of Tiles
Blacksville	3	0.35%
Granville	8	0.94%
Morgantown	45	5.28%
Star City	8	0.94%
Westover	19	2.23%
MUB	200	23.45%
Remainder (Monongalia Co)	570	76.20%
Total	853	100%

Table 2 – Equivalent Population

Jurisdiction	Commercial	Residential	Multi-family	Industrial	Mixed Use	Other	Total Equiv.	% of Equiv. Population
Blacksville	348.5	338.1	17.4	0	0	73.5	133000	1%
Granville	336.6	0	2,170.7	1,050.5	2,903.8	0	603.98	4%
Morgantown	0	30,983	0	0	0	0	6880.904	27%
Star City	2,382	288.1	476.3	0	0	0	61910	2%
Westover	0	1,375.5	0	73.6	15,750.6	0	4358.052	10%
MUB	0	50,498	0	0	0	0	20041.3	37%
Remainder (Monongalia Co)	0	25,947	0	0	0	0		19%
Total	853					TOTAL	226794.2	100%

APPENDIX C- PROJECT WORKSHEET

Sec. 1 – Project Information			
Project Title			
Project Description			
Project Manager (Choose one)	<input type="checkbox"/> Monongalia County <input type="checkbox"/> Other _____ <input type="checkbox"/> City of Morgantown <input type="checkbox"/> Morgantown Utility Board		
Sec. 2 – MMAGIC Policy Board Findings			
Does the project cover most or all of Monongalia County?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no is selected:</i> What is the size of the project coverage area? _____ Sq Mi	Project primarily covers the following Partner jurisdiction(s): <input type="checkbox"/> Monongalia County <input type="checkbox"/> City of Morgantown <input type="checkbox"/> Morgantown Utility Board
	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, select Partner(s) who will not utilize the product. <input type="checkbox"/> Monongalia County <input type="checkbox"/> City of Morgantown <input type="checkbox"/> Morgantown Utility Board	
Additional Participating Organizations <i>(if applicable)</i>			
Chosen Cost Share Distribution Method	<input type="checkbox"/> Equal Share Method for Each Organization <input type="checkbox"/> Area Based Method for Each Organization <input type="checkbox"/> Population Served Based Method for Each Organization <input type="checkbox"/> Grid/Tile Based Method for Each Organization <input type="checkbox"/> Other		
Other Method <i>(if applicable)</i>			
Sec. 3 – Cost Share Information			
Estimated Total Project Cost	\$		
Monongalia County Share	\$		
City of Morgantown Share	\$		
Morgantown Utility Board Share	\$		
_____ Share	\$		
_____ Share	\$		

APPENDIX C- PROJECT WORKSHEET

Sec. 4 – Preliminary Project Acceptance (for Budgeting Purposes)

*** The section should only be completed to indicate acceptance of the project as a MMAGIC supported project and to agree with the information included in sections 1 through 3 including cost share method, project manager, and participating agencies.**

This information will be used for budgeting purposes.

Monongalia County Representative Name	Signature
Title	Date
City of Morgantown Representative Name	Signature
Title	Date
Morgantown Utility Board Representative Name	Signature
Title	Date
Additional Organization Name	Signature
Organization and Title	Date
Additional Organization Name	Signature
Organization and Title	Date
Additional Organization Name	Signature
Organization and Title	Date

APPENDIX C- PROJECT WORKSHEET

Sec. 5 – Final Project Acceptance (to allow Project Manager to move to Contract Execution)

***This section should only be completed once funds are budgeted within each organization.**

By signing this acceptance, you are agreeing to pay your respective cost share as indicated in this project worksheet Section 3.

Monongalia County Representative Name	Signature
Title	Date
City of Morgantown Representative Name	Signature
Title	Date
Morgantown Utility Board Representative Name	Signature
Title	Date
Additional Organization Name	Signature
Organization and Title	Date
Additional Organization Name	Signature
Organization and Title	Date
Additional Organization Name	Signature
Organization and Title	Date

APPENDIX D- RATES FOR GIS SERVICES

Background

This Appendix defines the standardized rates for GIS services agreed to by MMAGIC Partners consistent with this Agreement. GIS services are available based on the availability of resources to complete the project, compatibility of the Partner(s)'s GIS capabilities, and the discretion of the Partner's GIS Coordinator. Having established rates for services is intended to simplify and accelerate GIS requests from outside users.

MMAGIC Partners may bill \$75.00 per hour for GIS Services with a one-hour minimum charge. Three paper or digital PDF maps will be supplied with each project at no additional charge, if requested. Additional maps are available at the rates specified below. The individual MMAGIC Partners' ArcGIS Online platforms may also be utilized to host data and interactive maps as an alternative to paper or digital PDF maps.

The intention of MMAGIC's ability and willingness to provide GIS services is not to compete with GIS services offered by private enterprise and will generally not provide GIS services to "for profit" entities unless circumstances of the request are such that it is for the good of the public.

Rates

GIS Administrative Fee: \$75.00 per hour (1-hr minimum)

Additional Maps (up to 11"x17"): \$10.00 each

Additional Maps (Arch D - 24"x36"): \$25.00 each

Additional Maps (Arch E - 36"x48"): \$40.00 each

ArcGIS Online Map & Data Storage Costs (as alternative to paper/PDF options):

Feature Services < 50MB and Data Storage < 10GB: No cost

Feature Services > 50MB and Data Storage > 10GB: \$40/year

Data Policy

It is intended any work performed or data obtained by MMAGIC Partners is for the good of the public, therefore any non-sensitive maps or data shall be made available to the public. Any work performed and any data obtained by MMAGIC Partners may be stored locally (on the desktop machine), on ESRI's ArcGIS Online, or a cloud-based server through various contractors. Any maps and/or data will be stored until such a time that they have expired in use or relevance, if space requirements warrant removal or archiving, or at the discretion of the Partner(s)'s GIS Coordinator.

No sensitive information will be released publicly by MMAGIC Partner(s) unless legally obligated or if public safety or security requires it. Any data requests that cannot be accommodated through the MMAGIC's existing online infrastructure, such as large data requests, transfers that include sensitive information, etc. will be treated on a case-by-case basis and will require the person or entity requesting the data to provide a medium (CD/DVD, flash drive, or external HDD) for the requested data to be transferred.

For more information, please contact one of the Partner's GIS Service offices.

APPENDIX E- CATEGORIES OF SHARED AUTHORITATIVE DATA

MMAGIC recognizes as more and more data is created by participating agencies, the need to identify specific datasets to share is burdensome and inefficient. MMAGIC, as part of this agreement, adopts the ESRI March 2020 categories and subcategories for all authoritative data to be shared.

Table C-1: Shared Authoritative Data by MMAGIC Partners

Category	Subcategory
<p>Trending—Maps and apps that are new and noteworthy additions to Living Atlas or relevant to current events, such as natural disasters, sporting events, and national elections, or holidays.</p>	<p>New and Noteworthy—Maps and apps that are new and noteworthy additions to Living Atlas.</p>
	<p>Current Events—Maps and apps that are relevant to current events, such as natural disasters, sporting events, and national elections, or holidays.</p>
<p>Basemaps—Maps and layers that provide reference maps for the world and context for your work. The basemaps can provide general reference information, creative styles for focused maps, component layers to create basemaps, and historical maps.</p>	<p>Reference Maps—General purpose and contemporary reference maps that can be used independently or as a background map for other map layers.</p>
	<p>Creative Maps—A variety of creatively designed maps that can be used independently or as a background map for specific types of map layers.</p>
	<p>Vector Tiles—Maps and layers referencing vector tile layers.</p>
	<p>Component Layers—Tile layer components that can be combined to create multiple types of basemaps, such as an imagery hybrid map.</p>
	<p>Historical Maps—Historical maps that can be used independently or as a background map for other map layers.</p>
<p>Imagery—Imagery of various types, such as multiscale imagery built for use as a basemap, multispectral imagery that reveals different characteristics, temporal imagery that reveals change over time, and imagery of places affected by major events.</p>	<p>Basemap Imagery—Imagery maps and layers that are designed to be used as a background map for other map layers.</p>
	<p>Multispectral Imagery—Imagery maps and layers referencing multiband imagery that can be configured in various band combinations to reveal different characteristics, such as healthy vegetation or impervious surface.</p>
	<p>Temporal Imagery—Imagery maps and layers referencing multitemporal imagery that can be enabled to display imagery captured on different dates or times to understand change over time.</p>
	<p>Event Imagery—Imagery maps and layers captured for specific events, such as natural disasters, to reveal the impact of those events.</p>
<p>Boundaries—Boundaries and places of different types, such as administrative areas, environmental areas, and various geometric areas (for example, hexagons and grids).</p>	<p>Administrative—Boundary maps and layers for administrative areas, such as countries, states and provinces, counties and districts, cities and populated places, census geographies, and postal geographies.</p>
	<p>Environmental—Boundary maps and layers for environmental areas, such as protected areas, ecological regions, and watershed boundaries.</p>
	<p>Geometric—Boundary maps and layers for</p>

APPENDIX E- CATEGORIES OF SHARED AUTHORITATIVE DATA

	geometric areas of various types and sizes, such as hexagons, triangles, and rectangular grids.
People —Essential information about population, the housing and neighborhoods in which people live, the jobs that provide their incomes, how they spend their time and money, and their health and safety.	Population —Statistical information about human population, including population counts, density, growth, age, gender, race, marital status, household sizes, and more.
	Housing —Statistical information about housing for people, including housing units, occupied and vacant housing, home value, housing fuels, and other characteristics of housing.
	Neighborhoods —Information about the neighborhoods in which people live, including neighborhood names, boundaries, and types, and the lifestyle characteristics (for example, how they spend their time and money) of people that live in these neighborhoods.
	Jobs —Information about the jobs that people have, including population of employed civilians and military, labor force by occupation, unemployment rate, daytime population, commuter population, and more.
	Income —Information about the income that people have, including per capita income, household income, disposable income, food stamps, income by age, net worth, and more.
	Spending —Information about the spending habits of people, including annual budget expenditures and spending on food, restaurants, clothing, housing, insurance, entertainment, personal care, and more.
	Health —Information about the health of people, including median age, health insurance coverage, health care spending, persons with a disability, and more.
	Education —Information about the education of people, including level of educational attainment, population enrolled in school, types of schooling, and more.
	At Risk —Information about people who are at risk and may have additional needs (for example, transportation or medical care) related to an incident. This may include senior citizens, children, or persons with a disability, limited language proficiency, or limited transportation options.
	Public Safety —Information about the public safety of people, including crime rates, accident rates, workplace injuries, access to emergency services, and more.
Infrastructure —The things and institutions that people create, such as transportation networks, structures, utilities, businesses, governments, and agriculture.	Transportation —Information about transportation systems created to move people and goods, including highway networks, rail networks, airport facilities, shipping lanes, public transportation, transit access, bridge conditions, and more.
	Traffic —Information about traffic conditions on transportation networks, including traffic counts, live

APPENDIX E- CATEGORIES OF SHARED AUTHORITATIVE DATA

	<p>traffic services, traffic recorder stations, traffic cams, traffic accidents, commute times, travel speeds, and more.</p>
	<p>Structures—Information about structures created by people, such as buildings, factories, museums, monuments, towers, housing, schools, hospitals, and more.</p>
	<p>Utilities—Information about utility facilities for energy and water supply, communications infrastructure and services, and sewage and waste management, including power plants, electricity and gas distribution, telecommunication and radio networks, and more.</p>
	<p>Businesses—Information about businesses, including type of business, number and type of employees, levels of revenue, impact on local economy, and more.</p>
	<p>Agriculture—Information and resources related to agriculture, including the cultivation of plants and fiber, breeding of animals, and manufacturing of biofuels needed to sustain and enhance human life. Topics include vegetation and crop types, agricultural facilities and workers, and more.</p>
<p>Environment—Characteristics of the world's land and oceans, such as elevation and bathymetry, soils, geology, energy resources, fresh water, habitat, species, conservation, land cover, weather, and climate.</p>	<p>Earth Observations—Information about the earth's systems captured via remote sensing and surveying techniques, such as wind and weather conditions, weather radar imagery, live stream gauges, wildfire activity, recent earthquakes, soil moisture, sea surface temperature, air quality, and more.</p>
	<p>Oceans—Information about oceans (salt water bodies excluding inland waters), such as coastal information, coral reefs, bathymetry, sea surface temperatures, seafloor geomorphology, seafloor characteristics, ocean currents, and more.</p>
	<p>Elevation and Bathymetry—Digital elevation models and various derived elevation datasets, such as hillshade and slope maps, for land, ice, and sea surface. Includes terrestrial elevation, bathymetry, and shoreline.</p>
	<p>Weather and Climate—Information about weather and climate, such as current and forecasted weather conditions, precipitation, temperature, evapotranspiration, wind speed, atmospheric conditions, climate change, and severe weather events such as hurricanes and tornadoes.</p>
	<p>Land Cover—Information about the physical and biological cover of the earth's surface, such as artificial surfaces, agricultural areas, forests, natural areas, wetlands, and water bodies.</p>
	<p>Energy Resources—Information about natural energy resources, such as hydrocarbons, hydropower, bioenergy, solar, and wind.</p>
	<p>Soils and Geology—Information about soils and geology, including the types, textures, composition,</p>

APPENDIX E- CATEGORIES OF SHARED AUTHORITATIVE DATA

	and structure of soil and geology units.
	Fresh Water —Information about fresh water, including naturally occurring water in ice caps, ice sheets, glaciers, lakes, ponds, bogs, rivers, streams, and groundwater in aquifers.
	Habitat —Information about habitat, which is an ecological or environmental area that is inhabited by a particular species of animal, plant, or other organism and is used to provide food, shelter, protection, and mates for reproduction. Includes terrestrial and aquatic areas.
	Species —Information about various animal and plant species, including their geographic distribution, endangered status, and impact on the environment.

**RESOLUTION FOR RECOGNIZING THE SECOND MONDAY IN OCTOBER
AS INDIGENOUS PEOPLE’S DAY RATHER THAN COLUMBUS DAY**

Whereas, in 1977 a proposal for replacing Columbus Day with a day recognizing Indigenous peoples was proposed to the United Nations by an International Conference on Discrimination Against Indigenous Peoples, and

Whereas, in 2007 the United Nations General Assembly adopted the Declaration on the Rights of Indigenous Peoples for setting “an important standard for the treatment of ... the planet’s 370 million Indigenous people and assisting them in combating discrimination and marginalization,” and

Whereas, since 1992 one hundred and twenty-nine cities (and fourteen states) in the USA have renamed or cancelled Columbus Day either to celebrate Native American history and cultures and/or to avoid celebrating Columbus and the colonization of America which signifies for Native Americans great suffering, genocide, and involuntary assimilation, and

Whereas, the City of Morgantown is situated on traditional Native American homelands which include village sites and the Sky Rock promontory, and

Whereas, for thousands of years Indigenous Native American values, philosophies, knowledge, technology, arts, and cultural contributions, including names for places and rivers have endured, and

Whereas, in the City of Morgantown there are significant resources for increasing awareness of Native American culture and history including Native American individuals, organizations, scholars, and other advocates for indigenous rights, as well as the Native American Studies Program at West Virginia University, and

Whereas, the City of Morgantown affirms the importance of nurturing and protecting diversity, equity, and social justice in the City as part of its human rights goals in working to build an Inclusive Community:

BE IT THEREFORE RESOLVED, that the City of Morgantown declares that the second Monday in the month of October shall be celebrated with other cities as Indigenous People’s Day from this year forward, and

BE IT FURTHER RESOLVED, that the City of Morgantown encourages community members, schools, organizations, businesses, public institutions and other partners to join in recognizing and promoting a continuing understanding and appreciation of Indigenous peoples, their ancestry and culture, our shared community heritage, and the contributions to diversity which Indigenous people continue to make to the Morgantown community.

Date: October 1, 2021

Mayor

City Clerk

Resources and References:

Members of the Morgantown Human Rights Commission

Morgantown City Ordinance, Human Rights Commission, Section 153.01, 153.02

Faculty and Students in the WVU Native American Studies Program

Morgantown Dominion Post. Bissett, Jim. "WVU professor backs growing opposition to Columbus Day". Pages 1-2, October 14, 2019 edition.

Anti-Defamation League. "Columbus Day or Indigenous People's Day?"

Wikipedia. Indigenous People's Day: "History", "Timeline for Support for Indigenous People's Day", "Indigenous Peoples' Day".

The United Nations General Assembly's "Declaration on the Rights of Indigenous Peoples"

Municipal Proclamations: Seattle, WA; Corvallis, OR; Lewiston, NY; Olympia, WA; Bend, OR; Anadarko, OK; Denver, CO; Berkeley, CA; Harpers Ferry, WV; Belfast, ME; Asheville, NC; Cambridge, MA; Grand Rapids, MI

Dunbar-Ortiz, Roxanne. An Indigenous People's History of the United States. Beacon Press Boston, 2014.

Echo-Hawk, Walter R. In Light of Justice: The Rise of Human Rights in Native America and The UN Declaration on the Rights of Indigenous Peoples. 2013. (Multiple Introductions on YouTube.)

Zinn, Howard. A People's History of the United States. Chapter One: "Columbus, the Indians, and Human Progress". Harper Perennial Classics, 2001.

Listing of 139 Cities and 14 States (as of mid-2021) which do not Celebrate Columbus Day and Recognize Indigenous Peoples in Some Manner: (Primarily as listed in Wikipedia publication on Indigenous Peoples' Day)

CITIES

- | | | | | |
|----------------------|--------------------------|---------------------|-------------------|------------------|
| Akron, NY | Albuquerque, NM | Alexandria, VA | Amherst, MA | Anadarko, OK |
| Anchorage, AK | Asheville, NC | Aspen, CO | Austin, TX | Bangor, ME |
| Bar Harbor, ME | Belfast, ME | Bellingham, WA | Berea, KY | Berkley, CA |
| Bend, OR | Bloomington, IN | Boise, ID | Boulder, CO | Bozman, MT |
| Bridgeport, CT | Brodhead, KY | Burnside, KY | Brunswick, ME | Burbank, CA |
| Cambridge, MA | Carrboro, NC | Charlottesville, VA | Cincinnati, OH | Columbus, OH |
| Corbin, KY | Corpus Christi, TX | Dallas, TX | Davenport, IA | Denver, CO |
| District of Columbia | Durango, CO | Durham, NH | East Lansing, MI | East Hamptn,MA |
| Eau Claire, WI | Eugene, OR | Falls Church, VA | Ferndale, MI | Flagstaff, AZ |
| Fort Worth, TX | Frankfort, KY | Gig Harbor, WA | Gouldsboro, ME | Grand Forks, ND |
| Grnd Rapids, MN | <u>Harpers Ferry, WV</u> | Harrodsburg, KY | Helena, MT | Hopkinsville, KY |
| Houston, TX | Iowa City, IA | Ithaca, NY | Junction City, KY | Kalamazoo, MI |
| Kansas City, Mo | Keene, NH | Lancaster, KY | Lawrence, KS | Lawton, OK |
| Lewiston, NY | Liberty, KY | Long Beach, CA | Livingston, KY | London, KY |
| Los Angeles, CA | Louisville, KY | Madison WI | Mankato, MN | Mansfield, CT |
| Minneapolis, MN | Moorhead, MN | Moscow, ID | Mt. Vernon, KY | Nashville, TN |
| Newark, NJ | Newstead, NY | Norman, OK | Norristown, PA | Northamptn,MA |
| Oak Park, IL | Oberlin, OH | Oklahoma City, OK | Okmulgee, OK | Orono, ME |
| Perryville, KY | Pittsfield, MA | Prestonville, KY | Oklahoma City, OK | Olympia, WA |
| Phoenix, AZ | Portland, ME | Portland, OR | Red Wing, MN | Rhinebeck, NY |

Richmond, CA	Richmond, KY	Rochester, NY	Russell Springs, KY	Salem, MA
Salisbury, MD	Salt Lake City, UT	San Fernando, CA	San Francisco, CA	Santa Cruz, CA
San Louis Obispo, CA	Santa Fe, NM	Science Hill, KY	Somerset, KY	Somerville, MA
South Fulton, GA	South Lake Tahoe, CA	Springfield, KY	Stanford, KY	Starks, ME
Sebastopol, CA	Santa Fe, NM	Seattle, WA	St. Paul, MN	Sharpsburg, PA
Spokane, WA	Tacoma, WA	Tahlequah, OK	Taylorsville, KY	Tempe, AZ
Triangle, NY	Tulsa, OK	Traverse City, MI	Watsonville, CA	Wausau, WI
West Hartford, NY	Wichita, KS	Woodstock, NY	Yakima, WA	

“Statues and other representations of Columbus are also coming down. The University of Notre Dame announced earlier this year that it would be covering twelve murals depicting the explorer’s early contact in the Americas; the university president called the art “blind to the consequences of Columbus’ voyage.” (Seventy-nine percent of college students across the US support replacing the holiday.) Last year, San Jose, California voted to take down its Columbus statue, and even Columbus, Ohio—the largest of many cities named for the colonist—stopped observing Columbus Day, though it does not yet celebrate Indigenous people instead.” (- Delilah Friedler, “Columbus Day is Dying. Indigenous Peoples Day is the Future”. Mother Jones, 10/14/19)

STATES

Alabama	Alaska	Hawaii	Iowa	Louisiana
Maine	Michigan	Minnesota	New Mexico	North Carolina
Oklahoma	Oregon	South Dakota	Texas	Vermont
Virginia	Wisconsin	District of Columbia		

Hawaii = Discovers Day (related to Polynesian explorers)