

INTERGOVERNMENTAL LICENSE AGREEMENT FOR ISABELLA COUNTY DIGITAL GEOGRAPHIC DATA SETS

THIS AGREEMENT is entered on _____,
between ISABELLA COUNTY, Michigan, and the Municipality of _____.

DEFINITIONS

COUNTY refers to ISABELLA COUNTY, Michigan. (Licensor)

MUNICIPALITY shall mean any ISABELLA COUNTY governmental entity consisting of any city, township or village and school districts. (Licensee)

CONTACT PERSON shall refer to municipal employee _____ designated as the primary contact for geographic information. Shall also mean the individual designated in Article 13 of this agreement.

CONSULTANTS shall refer to third party contracted on a temporary basis by the MUNICIPALITY .

GIS COORDINATOR shall refer to Coordinator of the _____ ISABELLA COUNTY GIS Program.

BASEMAP shall mean the ISABELLA COUNTY GIS Core Basemap, consisting of digital orthophotos, road centerline, geopolitical, tax parcel, and hydrographic data elements with all associated data tables.

DATA shall mean digital databases or data layers, which contain references to geographic locations.

METADATA is “data about data” that describes the content, quality, condition, and other characteristics of data as defined by the Federal Geographic Data Committee.

DERIVATIVE PRODUCTS shall mean all works created by the municipality which are based upon or incorporate all or part of the Basemap, such as revision, modification, translation, abridgement, condensation, expansion, collection, compilation, or any other form in the Basemap which can be recast, transformed, or adopted in the form of digital data.

COUNTY GIS THEMES shall mean all works created by the COUNTY, which are derived from the COUNTY’s Basemap or other authored data or datasets.

MUNICIPAL GIS THEMES shall mean all works created by the MUNICIPALITY, which are not derived from the COUNTY Basemap or other county data or datasets.

1. TERM OF AGREEMENT

1.01 This agreement is effective from the date it is accepted by both parties. It will remain in effect until termination by either the COUNTY or the MUNICIPALITY.

2. OFFICIAL COUNTY BASEMAP

2.01 This BASEMAP is the official basemap of the COUNTY GIS Program and shall be the only basemap to be maintained by the COUNTY.

3. OWNERSHIP

3.01 The COUNTY has produced an d copyrighted LICENSED DATA SETS of original digital geographic data. They are licensed for use, not sold. The COUNTY reserves all rights of authorship granted under U.S. and International copyright laws and agreements and by Michigan Enhanced Access to Public Records, Act 462 of 1996, as amended.

3.02 By signing below, the MUNICIPALITY agrees to abide by all terms and conditions of this agreement. This document constitutes the entire agreement between the COUNTY and MUNICIPALITY and it supersedes any prior agreement/s, oral or written.

3.03 This Agreement does not constitute a transfer of title or interest in the copyrighted core BASEMAP or any other COUNTY GIS THEMES. Any portion of these data that are modified or merged into another computer file or program by the MUNICIPALITY, or are integrated with other programs or data to form derivative products, shall continue to be subject to the provisions of this INTERGOVERNMENTAL LICENSE AGREEMENT. The COUNTY retains ownership of the core BASEMAP and COUNTY GIS THEMES and all such portions.

4. PROTECTION OF PRIOPRIETARY RIGHTS

4.01 Reproduction or redistribution of copyrighted, BASEMAP or COUNTY GIS THEMES (hard or soft copy) or products derived therefrom outside of the MUNICIPALITY, without the express, written consent of ISABELLA COUNTY, is forbidden, except as expressly provided as follows:

- 4.01.1 Redistribution of any portion of BASEMAP or COUNTY GIS THEMES to CONSULTANTS working for the MUNICIPALITY is permitted only for purposes related to the MUNICIPALITY's business. Such CONSULTANTS may not further reproduce or redistribute said BASEMAP or COUNTY GIS THEMES, and such copies must be returned to the MUNICIPALITY upon completion of the CONSULTANT's work..
- 4.01.2 Any approved reproduction and redistribution of any portion of the BASEMAP or COUNTY GIS THEMES for non-profit, non-commercial purposes must include proper credits as detailed under **CREDITS**.

5. LIABILITY

- 5.01 There are no warranties that accompany this data.
- 5.02 The burden for determining 'fitness for use' rests entirely upon the MUNICIPALITY. The COUNTY recommends that users of this data confirm the data provided by visual inspection of the geographic area. In no event shall ISABELLA COUNTY be liable to the customer or any third party for errors, omissions or positional accuracy of this product, regardless of the form of claim or action, whether in contract or tort, including negligence, in the amount that exceeds the sum paid by the customer for the product.
- 5.03 The COUNTY will not be liable in any way for accuracy of the data, and assume no responsibility whatsoever for direct, indirect, special, consequential, exemplary or other damages.
- 5.04 The MUNICIPALITY agrees to indemnify, hold harmless and defend the COUNTY, its employees, agents and representatives from any and all claims, damages, liabilities and expenses arising from the MUNICIPALITY'S use of the BASEMAP, COUNTY GIS THEMES and/or their DERIVATIVE PRODUCTS.

6. DELIVERIES

- 6.01 The COUNTY agrees to provide the BASEMAP and COUNTY GIS THEMES, in electronic media format, to the MUNICIPALITY.
- 6.02 The MUNICIPALITY agrees to assign a staff person to be the CONTACT PERSON who shall provide data on parcel splits/combines, addressing information and other material that is necessary to keep the BASEMAP and corresponding database up to date either directly or through the efforts of the COUNTY'S Equalization Office. The name of the CONTACT

person shall be provided to the COUNTY. If the CONTACT person should leave employment with the local jurisdiction, it is the MUNICIPALITY'S responsibility to assign another staff member to be the CONTACT and inform the COUNTY of the change in a timely manner.

7. DATA AND METADATA STANDARDS

- 7.01 The COUNTY has accepted the DATA STANDARDS developed by the Mid-Michigan GIS Consortium (in which the COUNTY is a member) as the baseline for developing and maintaining data sets. DATA provided to MUNICIPALITIES will be made available based on these standards.
- 7.02 MUNICIPALITIES that desire to submit data to the COUNTY shall meet the minimum requirements as set forth in the DATA STANDARDS.

8. DISTRIBUTION OF THE GIS BASEMAP

- 8.01 The BASEMAP, or any other COUNTY GIS THEMES, are to be solely retained by the MUNICIPALITY. In no instance, can these Data be sold, copied, leased, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or non-profit entities.
- 8.02 Any data requests under the Freedom of Information Act shall be directed to the COUNTY.

9. COSTS

- 9.01 Use of the BASEMAP and COUNTY GIS THEMES are licensed by the COUNTY according to the COUNTY's adopted Enhanced Records Access Fee Schedule.
- 9.02 License fees for all electronic data sets are determined by the COUNTY's Board of Commissioners as authorized under Michigan Enhanced Access to Public Records, Act 462 of 1996, as amended.
- 9.03 Fees paid are not refundable.
- 9.04 Purchase orders are acceptable from MUNICIPALITIES.

10. UPDATES

- 10.01 The BASEMAP and COUNTY GIS THEMES are licensed and distributed 'as is' on a one-time basis or as mutually agreed upon by the COUNTY and MUNICIPALITY.

10.02 The COUNTY is under no obligation to inform the MUNICIPALITY of data updates, alterations, or accuracy errors discovered thereafter. The burden of ordering and paying for updated copies of data sets rests entirely upon the MUNICIPALITY.

10.03 Revisions may be made at the COUNTY's discretion on a time and funding available basis.

11. CREDITS

11.01 Any paper copies derived in whole or in part from said BASEMAP or COUNTY GIS THEMES must include this copyright notice:

COPYRIGHT <YEAR> ISABELLA COUNTY, MICHIGAN

11.02 If the MUNICIPALITY modifies the BASEMAP or COUNTY GIS THEMES in any way whatsoever, the MUNICIPALITY is obligated to describe the modifications performed on the paper copy map.

11.03 Any altered graphic elements shall be clearly symbolized to distinguish them from original graphics contained within the BASEMAP or COUNTY GIS THEMES.

11.04 The MUNICIPALITY specifically agrees not to misrepresent the BASEMAP or COUNTY GIS THEMES, not to imply that changes made by the MUNICIPALITY were approved by the COUNTY unless express written permission is received by the COUNTY.

SEVERABILITY OF PROVISIONS AND VENUE

11.05 If any portion of this agreement is found to be invalid or unenforceable, the remaining provisions will remain enforceable to the fullest extent permitted by law. Any cause of action arising from this agreement shall be venued by EATON COUNTY, Michigan and decided pursuant to applicable Michigan and federal law.

12. AMENDMENTS

12.01 The COUNTY reserves the right to amend this intergovernmental license agreement.

13. AUTHORIZATION

13.01 This signatory for the MUNICIPALITY represents and warrants that s/he is authorized to execute this document on behalf of MUNICIPALITY.

MUNICIPALITY: _____

OFFICIAL REPRESENTATIVE: _____ TITLE: _____

CONTACT PERSON: _____

Email: _____

Phone: _____

FAX: _____

Mailing Address: _____

City, State, ZIP _____

SIGNATURE _____

DATE: _____