

## ***Digital Data Distribution Agreement***

Terms and Conditions Concerning Use of Geographic Information System Data by Cedar County, Iowa

This agreement specifies the terms and conditions under which Cedar County GIS data shall be used where those data have been provided through a Digital Data Distribution Agreement with Cedar County. GIS products are distributed through the GIS Department at the Cedar County Courthouse, 400 Cedar St, Tipton, Iowa.

### **Projection of GIS Data**

All GIS data distributed by Cedar County is in Iowa South State Plane 1402 (NAD 83). Other datasets are available in UTM Zone 15 N from the Iowa Geological Survey GIS website and frequently used as base data for Cedar County. However, such 3<sup>rd</sup> party datasets should be downloaded from the original source to ensure the most recent version.

### **Format**

Cedar County GIS data are distributed in ESRI shapefile or geodatabase format unless otherwise specified. Datasets will be compatible with all standard GIS platforms. If GIS software is not available it is recommended to use a free GIS viewer, such as ArcGIS Explorer Desktop, to examine data.

### **Media**

GIS data will be distributed through the Iowa GIS Data Repository or compressed e-mail attachments. If necessary data may be transferred to an efficient storage device provided by the requesting entity, such as USB or CD, depending upon the size of the data.

### **Limitations**

- 1) Cedar County is not responsible for any hardware or software needed to access and utilize GIS datasets provided.
- 2) Cedar County GIS data is provided as-is, without warranty or guarantee, of completeness or accuracy. Cedar County is not liable for any incorrect or misleading information derived from GIS data.
- 3) Cedar County shall not be subject to liability for any lost profits or consequential damages, or claims against the consumer by 3<sup>rd</sup> parties.

## **Restrictions**

- 1) This Data Partnership Agreement does not constitute a transfer of any title or interest in the Cedar County GIS data.
- 2) The consumer shall use the GIS data exclusively for internal use and not for unaffiliated 3<sup>rd</sup> parties.
- 3) In order to maintain data quality and consistency, and ensure notification to all parties regarding data updates, the consumer agrees that GIS data will not be licensed, assigned, released, published, transferred, sold, or otherwise made available to a 3<sup>rd</sup> party without the expressed written permission of Cedar County.
- 4) Maps and other products created using GIS data from Cedar County may not be assigned, released, transferred nor sold to a 3<sup>rd</sup> party

## **Instructions for Use**

- 1) GIS data and its potential products (maps, tables, graphs) may be used in publications and presentations provided that proper credit is given to the Cedar County GIS department and other potential sources.
- 2) Upon the occurrence of the breach of, or non-compliance with, any term or provision of this agreement, Cedar County may provide written notice of the occurrence to the consumer and terminate the agreement. This agreement shall terminate 60 days following such notice by Cedar County. The consumer shall return all GIS data and products within 30 days after termination of this agreement.
- 3) This agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

## **Agreement Options**

- 1) Non-Public Agency Partnership: The agreement shall be requested and agreed to with non-public agencies. The Non-Public Agency Partnership agreement is intended to allow the consumer shared use of Cedar County GIS data to support all internal needs for the life of the agreement. The annual cost for this agreement is \$1,000.
- 2) Public Agency Partnership: Will be valid until Cedar County or signed organization terminate the contract. This intended for other governmental agencies supported by local, state, or federal government entities only. There is no annual cost for data distributed but costs may be charged for materials used and special products created by Cedar County GIS staff.

Cedar County Reserves the right to refuse partnership status to those consumers not having the ability or intention to assist Cedar County in improving GIS data for all users. Partnership status may also be refused to those not showing a need for on-going updates of Cedar County GIS data.

**Grant Agreement**

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip-code:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Type of Organization:** \_\_\_\_\_

**Agreement Type:** Public Agency \_\_\_\_\_ Non-Public Agency \_\_\_\_\_

**Data granted by Cedar County GIS through Partnership:**

All requested datasets from GIS department relevant to consumers request that is maintained exclusively by Cedar County.

**Duration of Agreement:**

Data Partnership Agreements shall be for a period of one calendar year, and may be extended if both parties agree. If this agreement is terminated or not extended all GIS data must be returned to Cedar County within 5 business days of notification.

The Consumer shall pay Cedar County an annual fee of \$ \_\_\_\_\_ for the direct cost of materials and services. Whenever state law subjects the subject matter of this Distribution Agreement to any sales, use or similar tax, Cedar County shall separately itemize the applicable tax or taxes to be paid by the consumer.

The undersigned acknowledges the terms and conditions of the Data Distribution Agreement:

**Authorizing Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

Cedar County agrees to this Data Distribution Agreement for the use specified above:

**GIS Coordinator/Staff:** \_\_\_\_\_ **Date:** \_\_\_\_\_