

<p style="text-align:center">DATA DISTRIBUTION AGREEMENT FOR THE LIMITED ATTRIBUTE REGIONAL PARCEL DATASET</p>

THIS AGREEMENT (“Agreement”), by and between Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington Counties (collectively referred to as “Counties”) and the Metropolitan Council (“Council”), governs the distribution of certain geographic information system (“GIS”) data developed by the Counties, known as the Limited Attribute Regional Parcel Dataset (“Dataset”).

WHEREAS, the Counties have independently developed with a significant expenditure of public funds their own County-based parcel datasets, each of which has commercial value and is made available upon payment of a cost-recovery fee as permitted under section 13.03, subdivision 3 of the Minnesota Government Data Practices Act; and

WHEREAS, the Counties have made their respective parcel data subject to certain licensing or copyright restrictions for the purposes of recovering actual development costs pursuant to Minnesota Statutes section 13.03, subdivision 3; and

WHEREAS, each of the Counties has set a fee as permitted under section 13.03, subdivision 3 of the Minnesota Government Data Practices Act; and

WHEREAS, each of the Counties has entered into a GIS data and cost-sharing agreement with the Council that governs the Council’s access to certain GIS data developed by the individual Counties and restricts the Council’s ability to disclose GIS data made available to it under the data and cost-sharing agreement; and

WHEREAS, the Counties are willing to authorize the Council to assemble and distribute to interested parties a Dataset, as herein defined, comprising the Counties respective parcel datasets, and to charge fees as established by the Counties, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Council is willing to assemble and distribute the Dataset to Licensees, and to collect and distribute fees set by the Counties, subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in reliance on the above statements the Counties and the Council agree as follows:

I. DEFINITIONS

1.01. “Limited Attribute Regional Parcel Dataset” (hereinafter “Dataset”) means a regional parcel dataset that includes at a minimum all of the Counties’ parcel data, Property Identification Number (PIN), and property addresses, where available. This Dataset does not contain complete attribute information from all of the Counties.

1.02. “Licensee” means businesses and other parties interested in purchasing the Limited Attribute Regional Parcel Dataset as described herein, but excluding consortiums or groups of users for collective use of the dataset.

II. DISTRIBUTION OF THE LIMITED ATTRIBUTE REGIONAL PARCEL DATASET

2.01 Authorized Distribution. Notwithstanding any contrary provisions in the GIS data and cost-sharing agreements between the Council and the individual Counties, the Council is authorized to distribute to Licensees a copy, in whole only, of the Dataset. The Council will develop, test, and implement data distribution procedures. The Council will not copy or provide any software in connection with its distribution of the Dataset under this Agreement. The Council will develop metadata for the Dataset and will provide interested Licensees with metadata for County data in the Dataset only to the extent the Counties provide the Council with this metadata.

2.02 Fees. The Council will charge Licensees a fee for the Dataset. The Council shall collect a fee from Licensees equal to the sum of each County’s fee established as permitted under Minn. Stat. Section 13.03 Subd.3 of the Minnesota Government Data Practices Act and distribute collected fees back to each County quarterly, to include all fees collected within thirty (30) days of the end of the quarter. The fees established by each of the Counties and sales tax covers a one year subscription period. The Licensee will receive one (1) Dataset and up to three (3) updates over the four-quarter subscription period. Fees will be established by each County for the calendar year and Counties will provide the Council with written notice of the fee established. Each County shall approve fee changes no later than December 15 of each year. The Counties shall jointly review fees for datasets through the Annual Review Process (Section IV).

2.03 Assembly, Distribution, and Copying Costs. The Council will arrange for the assembly, copying, and distribution of the Dataset. The Council shall not be required to provide a copy of the Dataset in any format other than on ESRI Shapefile.

2.04 License Agreement. The Council will provide each Licensee a copy of the Dataset only upon receipt of a signed Limited Attribute Regional Parcel Dataset License Agreement, a copy of which license agreement is attached and incorporated into this Agreement as Attachment A, and upon receipt of full fee payment. The License Agreement is intended to protect the public’s interest in recovering the significant expenditures of public funds used to develop the Dataset and its component parts.

2.05 Reservation of Rights. The Counties shall retain all rights, title and interest in their respective parcel datasets incorporated into the Dataset, including the right to license to other users their own individual parcel datasets. The Council shall not distribute the Dataset to any person or entity that has not signed a license agreement.

2.06 Amendments. This Agreement may be amended in writing by the Counties’ and the Council’s authorized representatives. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

2.07 Audit. The Council shall allow the Counties, the Legislative Auditor, or the State Auditor, access to the records of the Council at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Council relevant to the subject matter of the Agreement.

2.08 Merger and Modification. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements or negotiations between the parties relating to the subject matter hereof. All items referred to in the Agreement are incorporated or attached and are deemed to be part of this Agreement.

III. ASSEMBLY OF THE LIMITED ATTRIBUTE REGIONAL PARCEL DATASET

3.01 County Data. Counties shall make available to the Council at a minimum, their respective parcel data, and two parcel attributes: PIN, and property addresses, which shall be assembled by the Council or the Council's contractor into the Dataset.

3.02 Authorized Assembly. The Council is authorized to assemble a Dataset for sale and distribution to Licensees. The Council will assemble the Dataset as a compilation of County data made available to it by the Counties.

Components of the initial assembly include:

- initial design of the dataset,
- development, testing, and implementation of an automated assembly procedure,
- development, testing, and implementation of County data delivery procedures; and
- definition and assignment of roles and responsibilities.

The Council will assemble the data as received from the Counties to create the Dataset. The Council will not do edge-matching of data or other individual adjustments to feature location.

The Counties agree to provide the data using the MetroGIS standard for projection and coordinate system. In addition, if able, the Counties will remove fields and change field names, as needed, prior to submission to the Council. Data to be included in the initial polygon shape file will include the PIN, and the parcel address (street number, street name, city, state and zip). Other parcel attribute data may be provided from time to time by some or all of the Counties for inclusion in the Dataset, as agreed to by all of the Counties and the Council. Counties will provide data and metadata in a form and time frame that will facilitate the timely assembly of the dataset.

IV. ANNUAL REVIEW

4.01 Annual Review Process. Counties and Council staff will meet each year to review and develop recommendations regarding the following: fees, dataset composition, assembly and distribution issues, and other matters related to the assembly and distribution of the Dataset.

V. AGREEMENT TERM AND TERMINATION

5.01 Term. The term of this Agreement shall commence upon execution of this Agreement by the Council and all of the Counties, and shall terminate upon written notice of any party in accordance with the provisions of section 5.02, below.

5.02 Termination. Any party to this Agreement may terminate the Agreement. If any party to the Agreement wishes to terminate, it must provide a written notice to all parties. Termination will become effective within five (5) days mailing of the termination notice.

VI. LIABILITY

6.01 Liability. (a) The Counties' and the Council's liability for claims based on alleged or actual inaccuracies in the individual County parcel datasets or the Dataset arising from the use of the Dataset is governed by Minnesota Statutes section 466.03, subdivision 21. Nothing in this Agreement shall be construed as a waiver on the part of the Counties, the Council or any participating Governmental Unit of any immunities or limits on liability provided by Minnesota Statutes Chapter 466, or other applicable state or federal law. The Dataset shall be provided to Licensees on an "AS IS" basis and none of the Counties or the Council shall be required to install, correct, maintain, support or update the Dataset or any component of the Dataset. (b) Each party to this Agreement shall be responsible for its own errors, acts or omissions to the extent permitted by law. Each entity's liability shall be governed by Minnesota Statutes, Chapter 466 or other applicable state or federal law, rule or regulation.

IN WITNESS WHEREOF the Counties and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date when all parties' authorized representatives have signed this Agreement.