

**LIMITED REGIONAL PARCEL DATA VERSION 1
METROGIS EVALUATION PILOT PROJECT
DATA DISTRIBUTION AGREEMENT**

**Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington Counties
Geographic Information System (GIS) Data**

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 Regional Parcel Data Version 1.

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 only 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 datasets 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 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, in November 1999 Dakota County’s GIS program assembled the Counties’ respective parcel datasets into a limited regional parcel dataset (“Limited Regional Parcel Data Version 1”) which has commercial value; and

WHEREAS, pursuant to Minnesota Statute Section 471.59, the Counties and the Council desire to enter into a cooperative agreement to participate in a Pilot Project.

WHEREAS, the Council, through MetroGIS has identified the Limited Regional Parcel Data Version 1 as a MetroGIS Priority Information Need and the Council is serving solely as the distributor of the Limited Regional Parcel Data Version 1 for purposes of evaluating its usefulness for Governmental Units in the Counties.

WHEREAS, the Counties are willing to authorize the Council to distribute the Limited Regional Parcel Data Version 1 to Governmental Units participating in a MetroGIS Pilot Project to evaluate processes and mechanisms for distributing regional GIS data, to evaluate the usefulness of a limited regional parcel dataset, and to evaluate enhancements for GIS data, subject to the terms and conditions contained in this Agreement; and

WHEREAS, in exchange for each Governmental Unit's agreement to participate in the MetroGIS Pilot Project, the Counties will waive for purposes of this Pilot Project only their respective cost-recovery fees authorized under Minnesota Statutes section 13.03, subdivision 3; and

WHEREAS, the Governmental Units participating in the Pilot Project shall be subject to the terms and conditions contained in this Agreement and attached license; and

WHEREAS, the Council is willing to distribute the Limited Regional Parcel Data Version 1 to Governmental Units participating in the Pilot Project, 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 “Governmental Unit” means all counties, cities, townships, soil and water conservation districts, watershed districts, watershed management organizations and school districts located within the seven-county metropolitan area; regional governmental agencies including the Metropolitan Airports Commission, the Metropolitan Sports Facilities Commission, the Metropolitan Council, the Metropolitan Parks and Open Space Commission, the Metropolitan Radio Board and the Metropolitan Mosquito Control Commission; the Minnesota State Legislature; and agencies and departments of the State of Minnesota and the federal government which have jurisdiction within the seven-county metropolitan area comprising Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington counties.

1.02 “Limited Regional Parcel Data” means the Limited Regional Parcel Data Version 1 created in November 1999 (although the actual data contained therein may be older), as assembled by Dakota County's GIS personnel. This is a unique dataset that does not contain complete attribute information from the Counties.

1.03 “Pilot Project” means the project developed to evaluate processes and mechanisms for distributing regional GIS parcel data, to evaluate the usefulness of the Limited Regional Parcel Data Version 1 and to evaluate enhancements for that data.

II. LIMITED REGIONAL PARCEL DATA DISTRIBUTION

2.01 Authorized Distribution. Notwithstanding any contrary provisions in the GIS data and cost-sharing agreements previously entered into between the Council and the individual Counties, the Council is authorized to distribute to each Governmental Unit participating in the MetroGIS Pilot Project a copy of the Limited Regional Parcel Data. The Council only will copy the Limited Regional Parcel Data made available to it by the Counties for distribution under the Pilot Project. The Council will not alter, modify, convert, combine or enhance the Limited Regional Parcel Data. The Council will provide the Limited Regional Parcel Data only in the ESRI Shapefile Format in which the Council receives the Limited Regional

Parcel Data. The Council will not copy or provide any software in connection with its distribution of the Limited Regional Parcel Data under this Agreement. The Council is not required to develop metadata for the Limited Regional Parcel Data and will provide Governmental Units with metadata for the Limited Regional Parcel Data only to the extent the Counties provide the Council with metadata.

2.02 Cost-Recovery Fee Waivers. For the purposes of the MetroGIS's Pilot Project, each County waives any cost-recovery fees it normally would charge for a copy of its own parcel dataset. The Council will provide free of charge to each participating Governmental Unit a copy of the Limited Regional Parcel Data. No participating Governmental Unit will be charged any cost-recovery fees for its copy of the Limited Regional Parcel Data and, except as provided in Paragraph 2.03 of this Agreement, no participating Governmental Unit will be charged any copying fees for its copy of the Limited Regional Parcel Data.

2.03 Copying and Media Costs. The Council will arrange for and assume the administrative costs associated with copying the Limited Regional Parcel Data and will provide, without cost to the Counties or the participating Governmental Units, 125 copies of the Limited Regional Parcel Data on Compact Disc (CD). Should the implementation of the Pilot Project require the Council to produce more than 125 CDs, the Council may charge a participating Governmental Unit a reasonable fee to cover the Council's costs of copying the Limited Regional Parcel Data and providing the Limited Regional Parcel Data on CD to the Governmental Unit requesting a copy of the Limited Regional Parcel Data. The Council shall not be required to provide a copy of the Limited Regional Parcel Data in any format other than an ESRI Shapefile.

2.04 License Agreement. The Council will provide each participating Governmental Unit a copy of the Limited Regional Parcel Data only upon receipt of a signed Limited Regional Parcel Data Version 1 MetroGIS Evaluation Pilot Project License Agreement, a copy of which license agreement is attached and incorporated into this Agreement as Attachment A. The license agreement is intended to protect the public's interest in recovering the significant expenditures of public funds used to develop the Limited Regional Parcel Data and its component parts. The Council's sole responsibility in enforcing Section 3.02, Termination, as provided for in the License shall be to send notice to Governmental Users reminding them of their obligations in the event of termination of the Agreement or License. The Council shall send a copy of the notice to the Counties.

2.05 Reservation of Rights. The Counties shall retain all rights, title and interest in their respective parcel datasets incorporated into the Limited Regional Parcel Data, including the right to license to other users their own individual parcel datasets. The Council shall not provide a copy of the Limited Regional Parcel Data to any person or entity other than the participating Governmental Units.

2.06 Notices. Upon receipt of any notices from a Governmental Unit pursuant to the License Agreement Section 5.04 (Attachment A), the Council shall notify the Counties in writing within five (5) business days receipt of notice.

2.07 Audit. Any accounts or records of the Pilot Project shall be audited in the same manner as all other accounts and records of the Counties and Council, and may be audited, copied or inspected on the Counties' or Council's premises or otherwise by individuals or organizations designated and authorized by the Counties or Council at any time following reasonable notification during the term of the Agreement and for a period of six (6) years following the end of this Agreement or termination of this Agreement.

2.08 Merger and Modification. a) 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. b) Any alternations, 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.

III. AGREEMENT TERM AND TERMINATION

3.01 Pilot Project Duration. The term of this Agreement shall commence upon execution of this Agreement by the Council and the individual Counties and shall terminate on June 30, 2001 unless terminated sooner pursuant to Section 3.02 herein.

3.02 Cancellation or Termination. Any of the Counties or the Council may terminate this Agreement with or without cause upon 10 days written notice to all of the participating parties. In the event that any of the Counties should terminate this Agreement all licenses shall terminate and the Council shall provide notice of such termination to all License holders.

IV. LIABILITY

4.01 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 Limited Regional Parcel Data arising from the use of the Limited Regional Parcel Data 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 Limited Regional Parcel Data shall be provided to participating Governmental Units on an "AS IS" basis and none of the Counties or the Council shall be required to install, correct, maintain, support or update the Limited Regional Parcel Data or any component of the Limited Regional Parcel Data provided to participating Governmental Units. 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.

**Please attach your County's
preferred format of signature page.**