

**Agreement of Understanding
Between
Black Hawk County and**

**Concerning
The Exchange of Digital Data and Digital Data Products**

This Agreement of Understanding is entered into this _____ day of _____, 20__ by and between Black Hawk County AND

(hereinafter referred to as Cooperator)

(Print or Type Cooperator Name)

(Print or Type Cooperator Address)

(Print or Type Cooperator Telephone Number)

(Print or Type Cooperator Contact Person)

Black Hawk County, hereinafter BHC, has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS) depicting land and cadastral data based on North American Datum1983 (NAD 83), Iowa North Zone, State Plane Coordinate System, with linear measurement in U. S. Survey feet; North American Vertical Datum of 1988 (NAVD 88). Note: NGVD 1929 was utilized for Primary Control Network from 1994-2007 and is superseded by NAVD88 post-2007.

Data created and maintained by the Cooperator are of value to BHC, which needs access to the most accurate and up-to-date spatial data for decision-making purposes that will benefit the citizens and employees of BHC.

The PURPOSE OF THIS AGREEMENT OF UNDERSTANDING is to specify the terms and conditions under which BHC and the Cooperator shall exchange and distribute digital data and digital products, hereinafter collectively referred to as Products.

BHC agrees to make available to the Cooperator upon written request the digital GIS Products listed on Page 4, which have been reviewed by BHC and are suitable for exchange.

Cooperator agrees to make available to BHC upon written request, in an agreed upon digital form, Products of significance to BHC, which have been reviewed by the Cooperator and are suitable for exchange.

Cooperator hereby acknowledges the limitations of the BHC GIS Products and information contained therein and restrictions on the use of the GIS Products.

Limitations

1. BHC is not responsible for any hardware or software needed to access and use the Products and information therein.
2. The BHC GIS Products distributed by BHC contain information from publicly available sources. BHC has developed the Products for internal use. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Cooperator understands and acknowledges that the Products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. BHC makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. BHC shall not be subject to liability for human error, defect or failure of machines, or any material used in connection with machines, including but not limited to tapes, disks, and energy.
5. BHC shall not be subject to liability for any lost profits or consequential damages, or claims against the Cooperator by Third parties. The liability of BHC for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS Products.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Cooperator.
7. The Cooperator releases BHC and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing any programs or data stored in or used with the BHC GIS data, damage to property; damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising from the use of or inability to use the BHC GIS Products.
8. The Cooperator shall indemnify and hold harmless BHC and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of BHC GIS Products.

Restrictions On Use

9. The Cooperator understands the Products and information therein will be updated and made available annually upon request, based on a schedule determined by the BHC Information Technology Department.
10. This Exchange of Data not does constitute a transfer of any title or interest in the BHC GIS Products.
11. The Cooperator agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by BHC, or the vendors furnishing said items to BHC.
12. *Copies* The Cooperator may copy the BHC GIS Products exchanged via this agreement only for backup purposes.
13. *Derived Products* Graphic displays and printed tabular listings derived from BHC GIS data may be used in publications and presentations, provided that credit is given to BHC as the custodian of the data and credit is also given to the original source of the data if other than BHC.
14. The Cooperator shall use the GIS Products exclusively for internal use and not for use by any other person or entity, including, but not limited to, any entity which is affiliated with the Cooperator.
15. In order to maintain data quality and consistency and ensure notification to all parties regarding data updates, the Cooperator agrees that the GIS Products or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of BHC. The Cooperator should instead refer other governmental units, agencies, organizations, companies or individuals to BHC for direct distribution of BHC GIS Products.
16. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, BHC may provide written notice of the occurrence to the Cooperator, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by BHC. Cooperator shall, within 30 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Cooperator to BHC.
17. This Agreement of Understanding constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.

18. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

This Agreement of Understanding shall be in effect until either party shall notify the other in writing by certified mail of its intent to withdraw from this Agreement and the effective date of that withdrawal. Any terms of this Agreement may be amended by mutual consent of the parties except where such amendment may be in contravention of legislative or regulatory mandate. Withdrawal from this Agreement by either party shall suspend all rights affirmed herein unless specified by another agreement.

The GIS Products being provided via this Agreement of Understanding are:

Customer shall pay BHC a fee to cover the direct cost of materials and services. Whenever state law subjects the subject matter of this Agreement to any sales, use or similar tax, BHC shall separately itemize the applicable tax or taxes, which shall be paid by the Customer.

Other restrictions imposed on the use of such Products are:

The undersigned acknowledges the terms and conditions of the Agreement of Understanding specified above and warrants to BHC that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Cooperator and be bound to perform its obligations under this Agreement;

Authorizing Signature: _____ **Date** _____

Print Name: _____

Title: _____

Company or Affiliation: _____

Black Hawk County acknowledges this Agreement of Understanding.

<NAME>, Chair, Black Hawk County Board of Supervisors

Date _____

<NAME>, Chair, Black Hawk County Conference Board

Date _____

To submit this form please print, complete, and mail to: Black Hawk County Information Technology Department
Black Hawk County Court House
316 E. 5th Street
Waterloo, Iowa 50703-4774