

DATA GRANT AGREEMENT
Terms and Conditions Concerning Use Of Geographic Information System Data
Provided By BLACK HAWK COUNTY

This Agreement specifies the terms and conditions under which Black Hawk County Geographic Information System digital data and /or digital data products shall be used where those data have been provided through a Data Grant Agreement with Black Hawk County, hereinafter BHC, at *the direct cost of materials and services*. Digital data products are distributed through the Information Technology Department, located at the Black Hawk County Courthouse, 316 E. 5th Street, Waterloo, Iowa.

Georeferencing System

All Geographic Information System, hereinafter GIS, data distributed by BHC are in the North American (horizontal) Datum of 1983 (NAD83), 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 Note: NGVD 1929 was utilized for Primary Control Network from 1994-2007 and is superseded by NAVD88 post-2007.

Format

Parcel-based BHC GIS data are distributed as ESRI™ shapefiles. BHC will not provide the computer software or hardware needed to access the data. Requests for other data formats will be considered.

Media

Data products related to this Grant Agreement are generally distributed on CD or if possible, sent via email.

USE OF DATA PROVIDED UNDER THIS AGREEMENT

BHC will grant the use of pertinent BHC data to agencies, organizations or individuals, hereinafter referred to as Grantee, for research or special projects that benefit the citizens of this County. **Data provided under this Agreement are intended for the sole use of the Grantee** in support of the specific project referenced in the request. They should not be distributed or resold to other agencies, organizations or individuals without the prior expressed written consent of the BHC Board of Supervisors and BHC Conference Board, and then only in support of the specified project. Data may be enhanced, analyzed, manipulated or output by the duly authorized agent(s) of the requesting agency or organization but only for the purposes of the specified project. **Data are granted for the life of the project.** Data stored in digital form on any medium are provided for the duration of the project activity and shall be deleted or removed from such medium when the project is completed.

A copy of all digital data (with appropriate documentation), publications, maps, or other geographic or summary information produced by this project shall be provided to BHC at the Information Technology Department.

BHC GIS cadastral map data do not replace or modify land surveys, deeds, and /or other legal instruments defining land ownership and use.

Limitations

1. BHC is not responsible for any hardware or software needed to access and use the product and information therein.
2. The BHC GIS data and data products, hereinafter collectively referred to as Products, distributed by BHC contain information from publicly available sources. The Products have been developed for internal use by BHC. All Products are 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 Grantee 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 errors, defect or failure of machines, or any material used in connection with the 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 Grantee 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. The entire risk as to the quality, performance and usefulness of the data rests with the Grantee.
6. The Grantee 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 Products, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising out of the use of or inability to use the BHC GIS Products.
7. The Grantee 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

8. The Grantee understands that this is a one-time only delivery and that BHC has no responsibility for updating the Products or information therein.
9. This Data Grant Agreement does not constitute a transfer of any title or interest in the BHC GIS Products.
10. The Grantee 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.
11. *Copies* The Grantee may copy the BHC data provided via this agreement only for backup purposes.
12. *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. BHC requires that in the use of these Products the Grantee employ, attach or release a statement which includes the following text:

Black Hawk County makes no claims as to the reliability of the data or the validity of any future use of these data. Black Hawk County maintains an ongoing program to record and correct errors in these data that are brought to its attention. Black Hawk County maintains records regarding the methods used to collect and process these digital data and will provide this information upon request.
13. The Grantee shall use the GIS Products exclusively for internal use and it is not for use by any entity that is affiliated with the Grantee.
14. In order to maintain data quality and consistency and ensure notification to all parties regarding data updates, the Grantee 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.
15. 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 Grantee, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by BHC. Grantee 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 Grantee to BHC.
16. This Grant Agreement 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.

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

Project Contact Person: _____

The Products being granted by BHC for this Project are:

Grantee shall pay BHC a one-time fee of _____ for the direct cost of materials and services. Whenever state law subjects the subject matter of this Grant to any sales, use or similar tax, BHC shall separately itemize the applicable tax or taxes, which shall be paid by the Grantee.

The undersigned acknowledges the terms and conditions of the Data Grant Agreement specified above:

Authorizing Signature(s): _____

Date: _____

Print Name(s): _____

Affiliation:

Black Hawk County agrees to this Data Grant Agreement for the purposed specified above:

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

Date _____

<NAME>, Chair, Black Hawk County Conference Board

_____ Date _____

Black Hawk County Court House
316 E. 5th Street Waterloo, Iowa 50703-4774