INTERGOVERNMENTAL DATA SHARING AGREEMENT FOR MACOMB COUNTY DIGITAL GEOGRAPHIC DATA SETS

Revised May 2002

This agreement is entered on ________________________, between the County of Macomb, Michigan and the Municipality of ____________________________.

Macomb County has produced and copyrighted Licensed Data Sets of original digital geographic data. They are licensed for use, not sold. The County reserves all rights of authorship granted under U.S. and International copyright laws and agreements and under Michigan Enhanced Access to Public Records, Act 462 of 1996, as amended.

Under this agreement the Municipality agrees not to resell, redistribute or sub-license Macomb County’s digital geographic data in digital form. Freedom of Information Act requests for digital geographic data must be redirected to the County.

Under this agreement the Municipality may reproduce and redistribute hardcopy output of Macomb County’s digital geographic data in paper or other non-digital media.

Under this agreement the Municipality may redistribute a portion or all of Macomb County’s digital geographic data in digital form to a Consultant or third party Contractor under contract by the Municipality for the sole purpose of conducting business of the Municipality. All digital data sets must be returned to the Municipality upon completion of the Consultant’s work.

The Municipality agrees to assign a staff person to be a Contact Person who shall provide data on parcel splits/combines, new subdivision plats, condominiums, addressing information and other material that is necessary to maintain the County’s parcel database.

The burden for determining ‘fitness for use’ rests with the Municipality. The County will not be liable in anyway for accuracy of the data, and assume no responsibility whatsoever for direct, indirect, special, consequential, exemplary or other damages. Further, the Municipality agrees to indemnify, hold harmless and defend the County, its employees, agents and representatives from any and all claims, damage, liabilities and expenses arising from the Municipality’s use of the County’s digital geographic data.

The signatory for the Municipality represents and warrants that s/he is authorized to execute this document on behalf of the Municipality.

MUNICIPALITY:_________________________ DATE:__________
OFFICIAL REPRESENTATIVE:_________________ TITLE:__________
CONTACT PERSON:________________________
Email:___________________________________
Phone:___________________________________
Fax:_____________________________________
Mailing Address:__________________________

Do not write below this line

DATASETS UNDER LICENSE