

GEOGRAPHIC DATA
EXCHANGE CONSORTIUM

**LAND BASE
DATA SHARING
AGREEMENT**

June 1994

GEOGRAPHIC DATA EXCHANGE CONSORTIUM

LAND BASE DATA SHARING AGREEMENT

WHEREAS, the participating parties which join this agreement as members under Section VI of this agreement recognize a common need for accurate, timely, commonly shared land base map information covering the Fargo-Moorhead Metropolitan area.

WHEREAS, cooperative development, maintenance, and use of the same information resources, drawing on data available to the members will result in reduced cost and greater accuracy and utility of land base map data resources; and

WHEREAS, Each party agrees and acknowledges that the land base data exchanged and the documents produced therefrom are for reference purposes only and all data to be furnished hereunder by any party is expressly agreed as being given without express or implied warranty as to accuracy, reliability, or fitness for any particular application.

WHEREAS, the members recognize that the costs, obligations and responsibilities relating to the land base map data must be equitably shared.

THEREFORE, the parties agree as follows:

I. Scope of Data to be Exchanged

- A. Data Description. The parties agree that the land base map data covered by this agreement and which the parties will make available to each other is limited to the land base data normally maintained in their respective computer systems, including such textual and graphic information as is maintained on their land base map, and which covers the Fargo-Moorhead Metropolitan area. (Exhibit B)

- B. Technical Specifications. The parties recognize that their respective land base map data may presently be incomplete and/or under development. Technical specifications for the parties' respective data in its automated form are set out in Exhibit A hereto. The parties agree to utilize the uniform data standards (Exhibit B) which will reduce the need for layering and symbology conversion.

II. Exchange of Data/Schedule and Cost

- A. Regular Exchange of Data. The parties agree that they will deliver to F-M COG, on a semi-annual basis computer-generated disks or tapes containing the current land base data (where available) consistent with the technical specifications set out in Exhibit A hereto. The parties shall exchange updated current map data in a compatible format in order to allow modifications to the master file data. The parties acknowledge that the priorities required for each party's workload may not allow this semi-annual schedule to be met at all times and that this schedule may not be required when no updates have been made from one semi-annual period to the next. In turn, F-M COG will then distribute to the parties the updated and consolidated land base data. The parties agree that no cost reimbursement shall be required in connection with this regular data exchange.
- B. Special Data Requests. The parties recognize that requests for map data over and above the land base data regularly exchanged cannot be responded to without additional effort and subject to the on-going obligations and available manpower and computer time of the party to which the request is made. Accordingly, any such special requests, including requests for additional or duplicate map data already provided in a regular exchange or for other map files or products produced from the exchanged land base map data, will be considered and responded to on a case-by-case basis by the party being asked to furnish such data. The schedule and cost to be applied in responding to such special data requests shall be determined by the party being requested to furnish the data. The cost of the request shall be approved in writing by the requesting party before any special data request is granted.

III. Contact Personnel

Representatives of each party who shall serve as coordinators in connection with regular data exchanges, special data requests, land base development, or other communications within the scope of this Agreement are identified as follows:

- A. Keith Berndt, Cass County, 282-2226
B. Tim Magnusson, Clay County, 299-5002
C. Mark Bittner, City of Fargo, 241-1572
D. Bob Martin, City of Moorhead, 299-5393
E. Barry Johnson, City of West Fargo, 282-8088
F. Stan Thurlow, City of Dilworth, 287-2313
G. Mark Sloan, Fargo-Moorhead Metropolitan Council of Governments, 232-3242
H. Ron Ness, Cass County Electric Cooperative, 428-3292

Changes in the identity of the above-designated representatives may be made by notification in writing to the personnel designated above.

IV. Receiving Agency Responsibility

- A. Any errors or discrepancies in the land base data which come to the attention of the receiving party shall be reported in writing to the party furnishing the data. To assist in resolving errors and discrepancies, hard copy supporting documentation shall be supplied by the reporting party when available. Each party shall strive to maintain the exchanged data on an accurate and correct basis.
- B. The receiving party for data furnished hereunder, unless expressly agreed otherwise in connection with a special data request, shall be responsible for performing any conversion, translation, or other adaptation necessary for its own use of the land base data.
- C. The party receiving any data furnished hereunder will be responsible for producing its own hard copy from computer disks or tapes.
- D. Each party agrees and acknowledges that this data and the documents produced therefrom are for reference purposes only and all data to be furnished hereunder by any party is expressly agreed as being given without express or implied warranty as to accuracy, reliability, or fitness for any particular application. Any data provided to third parties pursuant to the terms hereunder shall contain a similar notice.

V. Duration of Agreement

The parties intend that the provisions of this Agreement shall apply on an indefinite and perpetual basis, subject to amendment by the parties in connection with changed circumstances or conditions. Exhibit A shall be reviewed and updated by the parties annually on the anniversary date of this Agreement. However, any party may terminate this Agreement upon 60 days' written notice to the other parties.

VI. Land Base Map Data-Sharing Members

- A. From time to time the parties shall jointly consider and determine the advisability of including other parties in the land base data sharing arrangements provided for by this Agreement, including other independently managed City agencies, public utility or communications entities, or other federal, state or local governmental agencies, political subdivisions, or others having data resources. In determining the advisability of including another party herein, the parties will consider the use such party would make of the data exchanged under this agreement and the nature of geographic or other information which such party can make available for sharing hereunder. The parties shall determine any other conditions they deem desirable in associating other data-sharing parties.
- B. Agencies may become members by ratification of the Terms and Conditions of this Agreement. Form 1 is provided for that purpose.

VII. Coordination of Commercial Release of Data

The parties agree to cooperate in planning for any release or for any organized distribution to third parties of sensitive or confidential data hereunder, to the extent possible under law, and in protecting any such data, to the extent permitted by law, following the initial exchange of data.

VIII. Release of Data to Third Parties

The Terms and Conditions governing the release to third parties of any data exchanged by the parties hereunder shall be agreed to by the parties to this Agreement prior to the release of any such data (Exhibit A). In the event a written request by a third party for such data is received by any party hereto, the receiving party shall follow the provisions set out in Exhibit A of this Agreement.

IX. Consortium Committee

Membership of the Consortium Committee will consist of the individuals listed under Section III of this agreement. This Committee will meet on an ad hoc basis and, at a minimum, annually upon the anniversary of this agreement. The Consortium Committee will provide for coordination, address topics of joint concern and review the provisions of this agreement.

Dated this 16th day of June, 1994.

Cass County

Clay County

By: Steve Risher

By: Charles Brantner

Title: Chair

Title: Chair

City of Fargo

City of Moorhead

By: Jon Lindgren

By: Morris Lanning

Title: Mayor

Title: Mayor

City of West Fargo

City of Dilworth

By: Florenz Bjornson

By: Paul Marquardt

Title: Mayor

Title: Mayor

**Fargo-Moorhead Metropolitan
Council of Governments**

**Cass County
Electric Cooperative**

By: Diane Meyer

By: Ronald Ness

Title: Chair

Title: Manager of Power Control

APPLICATION FOR MEMBERSHIP IN
LAND BASE DATA SHARING AGREEMENT

Date: _____

Name of Organization: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Proposed Use of Exchanged Data: _____

Information Available for Sharing: _____

EXHIBIT B

Metropolitan Land Base Geographic Data Specifications

Layering Scheme

Mapping Specification

Quarter Section Numbering

Abbreviations

EXHIBIT A

Public Access of Land Base Data

EXHIBIT A

GEOGRAPHIC DATA EXCHANGE CONSORTIUM PUBLIC ACCESS OF LAND BASE DATA

1. Reasonable Access:

In an effort to fully comply with the North Dakota Century Code §44-04-18 and Minnesota Statute §13.02, a list of Standard Discounted Products shall be prepared by all parties of this agreement. The list of Standard Discounted Products will include materials which are normally maintained on hand for sale to the general public and satisfy the majority of requests for data. Standard Discounted Products will be priced at a level which is readily affordable to members of the general public. The cost of development, reproduction and maintenance will not be reflected in the sales price. The Consortium Committee shall be provided an opportunity to review each party's list of Standard Discounted Products.

2. Formal Methods:

A. In the advent a request for data is received which is not covered by the material available from the Standard Discounted Products, the requestor will complete a Special Product Request Form (Form 2). The party may then comply with the special request and may charge the requestor a reasonable fee. The party may require payment prior to complying with the special request.

B. A party which receives a special product request that includes information listed on another party's list of Standard Discounted Products will follow one of the following procedures:

- i.* Provide a reimbursement to the originating party in accordance with their list of Standard Discounted Products.
- ii.* Refer the requestor to the originating party.

3. Reasonable Timeframes:

Each party shall establish procedures to ensure that requests for information are received and complied with in an appropriate and prompt manner.

4. Reasonable and Justifiable Charges:

When a request for information involves the receipt of data that has commercial value and is a substantial and discrete portion of or an entire compilation, program, data base, or system developed with a significant expenditure of funds, the party may charge a reasonable fee for the information in addition to the costs of making and compiling the information. The party may require the requestor to pay the actual costs of searching for and retrieving the information, including the cost of employee time, for making and compiling the copy, and a portion of the development cost of the information. Any fee charged must be clearly demonstrated by the party to relate to the actual development costs of the information. The party, upon request, shall provide sufficient documentation to explain and justify the fee being charged.

5. Procedure when data is not accurate or complete:

A requestor may contest the accuracy or completeness of data received. To exercise this right, a requestor shall notify, in writing, the party describing the nature of disagreement. The party shall, within 30 days, either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of the data; or (2) notify the requestor that the party believes the data to be correct.

6. Copyright or Patent:

Nothing in this Exhibit shall be construed to prevent a party from acquiring a copyright or patent for the components of a computer program created by that party. In the event that a party does acquire a patent or copyright to the components of a computer software program, the data shall be treated as trade secret information pursuant to §13.37 of the Minnesota Statutes or §44-04-18.4 of the North Dakota Century Code.

7. Data Disclaimer

Each party agrees and acknowledges that data and the documents produced from exchanged information are for reference purposes only and all data to be furnished hereunder is being given without express or implied warranty as to accuracy, reliability, or fitness for any particular application. Any data provided to requestors pursuant to the terms of this attachment shall contain a similar notice.

SPECIAL PRODUCTS REQUEST FORM

Date: _____

Name of Organization: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Information Requested: _____

Proposed Use of Information Requested: _____

