

December 16, 2008

To: Scott County Board of Supervisors
From: Ray Weiser, GIS Coordinator
Re: Iowa Department of Transportation Data Sharing Agreement

The Iowa Department of Transportation is in the process of developing a web based GIS Project Portal to support environmental planning activities along major highways and interstates in Iowa. The Portal will serve as a repository for relevant state and county GIS data. This data repository will aid environmental planners by providing them access to timely, local county data thereby allowing them to "...give full consideration to county-specific needs such as zoning, land use, environmental and historic preservation." The Iowa DOT and Scott County will have secure access to data stored in the Portal.

To facilitate the GIS Project Portal project, the Iowa DOT has proposed a 28E Digital Data Agreement between the DOT and Scott County. The Agreement will allow sharing of county and DOT data. Under this agreement, Scott County will provide aerial orthophotography and elevation data to the Iowa DOT. The Iowa DOT will in turn provide several datasets to Scott County (see enclosure). Additional data may be included in the data sharing agreement as it becomes available. Standard liability disclaimers and data licensing, distribution and use limitations are included in the Agreement.

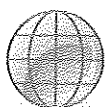
For more information please refer to the attached Digital Data Agreement. I respectfully recommend approval of the Digital Data Agreement between Scott County and the Iowa Department of Transportation. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Weiser", written over a white background.

Ray Weiser
Scott County GIS Coordinator

Encl: Digital Data Agreement



Digital Data Agreement

This Agreement is entered into this _____ day of _____, 20__ between SCOTT COUNTY, 600 WEST 4TH STREET, DAVENPORT, IA, 52801 and IOWA DEPARTMENT OF TRANSPORTATION (hereinafter "Iowa DOT"), 800 LINCOLN WAY, AMES, IA, 50010.

Scott County has developed a digital graphic and tabular database (Geographic Information System, hereinafter "GIS") depicting land, cadastral, and other geospatial data.

The Iowa DOT is creating a GIS Project Portal (hereinafter "Portal") for environmental planning activities that will initially occur along Interstates 80, 380, 680, and 35 in Iowa, but may be expanded to other highway corridors in the future if necessary. The Iowa DOT will incorporate GIS data developed by Iowa DOT and by Scott County into a Data Repository accessible via the Portal. The Portal provides value to Iowa DOT and Scott County since decisions made during environmental planning will be based on the most accurate and up-to-date GIS information available from Iowa DOT, the County, and other data providers. Therefore, corridor planning decisions can give full consideration to county-specific needs such as zoning, land use, environmental and historic preservation.

The PURPOSE OF THIS AGREEMENT is to specify the terms and conditions under which Scott County will provide data to the Iowa DOT and vice versa and under which the both parties shall use the data, in the Portal. This Agreement constitutes the joint and cooperative actions between Iowa DOT and Scott County pursuant to the provisions of Iowa Code Chapter 28E.

The Iowa DOT and Scott County agree to the following terms:

GIS Products

1. *The Products being provided by Scott County via this Agreement* will include (but is not limited to) the following available data:

- Raw 2005 Lidar Data
- Lidar Based Elevation Raster
- Lidar Based 40- And 100-Foot Dem
- Dtm Breakline File
- 2005 Hi-Res Aerials, 6" Res Urban, 12" Res Rural

The Iowa DOT anticipates allowing access to the products within the portal to Scott County as detailed below with the exception of site-specific, sensitive data such as

site-specific archaeological and architectural sites. This data will include (but is not limited to) the following available data within the study area:

- Digital Orthophotography, including tile index files
 - Road/Street centerlines
 - Land Use, future and existing
 - Zoning, including sensitive areas defined by County ordinance
 - Boundary features including but not limited to parcels, corporate limits, school districts, parks, subdivisions, lots.
 - FEMA floodplain
 - Streams, lakes, reservoirs
 - Topographic contours
 - Mainline As-Built and facility inventory Conditions
 - Traffic Volumes
 - Safety/Crash Data
 - Non-Site Specific Threatened & Endangered Species Data
 - Roadway improvement concepts and alternatives developed during the environmental process.
 - Environmental Commitments arrived at as a result of the NEPA environmental process
 - Wetland Delineations and Determinations and any mitigation commitments arrived at during the environmental process
 - Known Rail, Pipeline & Utility Inventory Data
 - Notes by authorized users of any environmentally significant information within the corridor.
 - Bridges & Structures location & condition reports including historic bridge inventory.
2. Scott County and Iowa DOT agree to make available the GIS products/data listed in Provision 1 in a digital GIS data format, (hereinafter collectively referred to as “Products”), which have been reviewed and are suitable for exchange.
 3. For any county data products not available digitally via “live-link” Scott County will provide quarterly updates of the Products via data upload to the portal. Iowa DOT will provide updates to the portal of the listed Products as received and will make such data available to authorized users via the portal.
 4. The Iowa DOT and Scott County agree to follow Restrictions of Use listed below with regards to the use of the products/data in the Portal.
 5. The Iowa DOT and Scott County acknowledge the Limitations of the Products listed below.
 6. Neither Scott County nor Iowa DOT shall charge a fee for the provided Products.

Limitations

7. Scott County and Iowa DOT shall not be responsible for any hardware or software needed to access and use the Products.
8. Both Iowa DOT and Scott County Products contain information from publicly available sources. The Products have been developed for internal use by each. The 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.
9. Both parties understand and acknowledge that the Products and information contained therein are subject to constant change and that their accuracy cannot be guaranteed. Neither Scott County nor the Iowa DOT make warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the shared digital products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained in the Portal.
10. Neither Scott County nor the Iowa DOT shall be subject to liability for human errors, defect or failure of machines, or any material used in connection with machines, including but not limited to tapes, disks, and energy.

Restrictions of Use

11. This Exchange of Data does not constitute a transfer of any title or interest in the Products.
12. Unless authorized in writing to the contrary, Iowa DOT agrees to grant access to the portal only to the Iowa DOT employees, planning/engineering consultants (contracted to perform work on planning and design projects for Iowa DOT, and other City, County, or government officials (hereinafter "Authorized Users"). Each "Authorized User" will be required to agree to these same terms and conditions of use.
13. The Iowa DOT will allow Scott County to access the Portal in the form of a set of User accounts. Scott County will identify individuals which are to be allowed access to the Portal, up to a maximum of five (5) total users. The Portal users of Scott County will be provided access to extract data, upload County data, or view data layers within the Portal, but agree not to disseminate portal data to unauthorized users without prior written consent of Iowa DOT.

14. Iowa DOT agrees that the Products provided by Scott County will be housed on a secure Server, and will be made available only through the application services provided by the Portal to "Authorized Users" with similar restriction on use and dissemination.
15. Products provided by Iowa DOT and Scott County will be available for viewing via the Portal to all Authorized Users.
16. Authorized users may extract, by copying and downloading, selected portions of the GIS Products for purposes of analyzing and visualizing the data in multiple formats (ESRI SHP/MDB or Microstation DGN file formats). The Iowa DOT agrees that Authorized Users will not have direct access to the data files themselves, but only to data extracted and delivered to an Authorized User via the Portal interface.
17. Both parties agree that the 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 except as made available via the Portal as specified in the preceding paragraphs.
18. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Iowa DOT or Scott County may provide written notice of the breach or non-compliance. The party in non-compliance shall have 15 working days to remedy the issue. After 15 working days, if un-remedied, either party may terminate this Agreement. Both parties shall, within 30 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement.
19. This Agreement constitutes the entire agreement between the parties. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and execution by both parties.
20. This Agreement shall be governed and construed by the laws of the State of Iowa.
21. This Agreement is effective for a period of 10 years except in cases of breach or noncompliance and may be modified or amended by supplement to this agreement.

Iowa Department of Transportation:

Name: _____ **Date** _____

Title: _____

DOT's Agreement Contacts:

For agreement or technical questions contact:

Brad Hofer, Transportation Engineer Specialist, Iowa DOT -Office of Location & Environment, Phone # 515-239-1787

-or-

Derek Peck, GIS Coordinator, Iowa DOT - Office of Location & Environment, Phone # 515-239-1391

Scott County

Jim Hancock, Chairman, Scott County Board of Supervisors

Date _____

Ray Weiser, Scott County GIS Administrator/Coordinator

Date _____