



**Digital Data Acquisition Agreement  
Between  
Scott County and**

\_\_\_\_\_ (hereinafter referred to as Requester)  
(Individual, Agency or Organization requesting Scott County Data)

\_\_\_\_\_  
(Address)

\_\_\_\_\_, \_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Contact Person) ( ) -  
(Telephone Number)

\_\_\_\_\_  
(Contact E-mail Address)

**Concerning  
The Acquisition of Public Record Digital Data**

This Agreement of Understanding is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between Scott County AND \_\_\_\_\_.  
(Individual, Agency or Organization requesting Scott County Data )

**The PURPOSE OF THIS AGREEMENT OF UNDERSTANDING is to specify the terms and conditions under which Scott County, hereinafter the County, and the individual, agency or organization, hereinafter the Requester shall acquire and distribute digital data and/or digital products, hereinafter referred to as Digital Data.**

**The County** agrees to make available to the Requester upon written request the Digital Data identified in this agreement, in a digital form which have been reviewed by the County and are suitable for exchange.

**The Requester** hereby acknowledges the limitations of the County Digital Data and information contained therein and restrictions on the use of the Digital Data as outlined in this agreement.

## **Limitations**

1. The County is not responsible for any hardware or software needed to access and use the Digital Data and information therein.
2. The County Digital Data, distributed by the County contains information from publicly available sources. The Digital Data has been developed for internal use by the County. 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 Requester understands and acknowledges that the Digital Data and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. The County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the Digital Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. The County shall not 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.
5. The County shall not be subject to liability for any lost profits or consequential damages, or claims against the Requester by third parties. The liability of the County for damages, regardless of the form of the action, shall not exceed the fee paid for the Digital Data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Requester.
7. Requester releases the County and its officials, 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 and programs or data stored in or used with the County Digital 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 County Digital Data.
8. Requester shall indemnify and hold harmless the County and its officials, 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 County Digital Data.

## **Restrictions On Use**

1. The Requester understands that this is a one-time only delivery and that the County has no responsibility for updating this product or information therein.
2. This Exchange of Digital Data does not constitute a transfer of any title or interest in the County Digital Data.
3. Requester 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 the County, or the vendors furnishing said items to the County.
4. Digital products derived from County Digital Data may be used in publications and presentations, provided that credit is given to the County as the custodian of the data.
5. 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.
6. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

## **Additional Restrictions On Use of Digital GIS Data**

1. Requester shall use the Digital GIS Data exclusively for internal use and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Requester.
2. In order to maintain data quality and consistency and ensure notification to all parties regarding data updates, the Requester agrees that the Digital GIS Data 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 Scott County. The Requester should instead refer other governmental units, agencies, organizations, companies or individuals to Scott County for direct distribution of Scott County GIS products and data.
3. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Scott County may provide written notice of the occurrence to the Requestor, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by Scott County and Requestor shall, within 30 day after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Requester to Scott County.

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 Digital Data being provided via this Agreement of Understanding are:**

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**Other restrictions imposed on the use of such Digital Data are:**

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**The Requester** shall pay the County 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, County shall separately itemize the applicable tax or taxes, which shall be paid by the Requester. In the event that GIS data is requested then additional fees may apply as per Iowa Code Ch. 22.2, §3a.

**Requester** shall pay the County a one-time fee of: \_\_\_\_\_.

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

\_\_\_\_\_  
(Authorizing Signature)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**Scott County acknowledges this Agreement of Understanding.**

\_\_\_\_\_  
(Authorized Signature, Scott County GIS/Information Technology Department)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)

To submit your request, please email,  
mail or fax completed form to:

Scott County GIS  
Scott County Administration Center  
600 W 4<sup>th</sup> Street  
Davenport, IA 52801  
Phone: (563) 328-4137  
Fax: (563) 326-8669  
Email: GIS@scottcountyiowa.com

