

# Goodhue County GIS Users Group - Agreement

**THIS AGREEMENT** is made and entered into by and between the County of Goodhue, State of Minnesota, hereinafter referred to as "Goodhue County" and the City of Bellchester hereinafter referred to as "Participating Agency".

## WITNESSETH:

**WHEREAS**, Goodhue County is the warehouse/source for many of the basic Geographic Information Systems (GIS) datasets: parcels, roads, digital orthophotos, and contours.

**WHEREAS**, Participating Agency within Goodhue County would like access to certain GIS datasets in order to enhance services to its residents;

**WHEREAS**, Goodhue County would like access to certain Participating Agency created datasets to enhance services to its residents;

**WHEREAS**, Goodhue County has made a significant investment in the creation and maintenance of these GIS datasets and will continue to do so in the future;

**WHEREAS**, Goodhue County and Participating Agency would like to arrange a data sharing and services opportunity to foster a stronger GIS relationship, to assure uniformity and accuracy of data created and used in the county, and to greatly reduce duplication of effort and expense related to GIS projects, including data collection and data maintenance;

**WHEREAS**, Goodhue County and Participating Agency can both benefit from a partnership agreement that serves to share resources in order to provide enhanced GIS services;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

### 1. Term

This agreement shall be in effect for the fiscal calendar year of January 1 through December 31, (or prorated for first year) for each year this Agreement is effective as indicated in Section 3.

### 2. Services provided by Goodhue County

- A. Goodhue County will provide the initial agency-specific data preparation for incorporation into a web based mapping site, accessible to the public, as well as the maintenance and updating of the site thereafter.
- B. Goodhue County shall be responsible for any consultant fees associated with the creation and implementation of the agency specific online GIS mapping site.
- C. Goodhue County will employ sufficient staff time and maintain necessary GIS software and hardware to meet the service requirements of this contract.
- D. Goodhue County will provide basic training to Participating Agency staff on the use of the online GIS mapping site and will be available for general consultation during the contract period.
- E. Goodhue County will distribute digital county GIS datasets in Goodhue County coordinates to Participating Agency who request- the information. Digital GIS datasets may include but are not limited to: Parcels, roads and address ranges, digital orthophotos, and contours.

- F. Goodhue County will contribute resources toward future GIS data acquisition and/or data updates including, but not limited to, digital orthophotos, contours, and customization to the online GIS mapping sites.
- G. Goodhue County will provide updates of the digital parcel dataset in Goodhue County coordinates including parcel splits, new plats, linework, and attributes, to the Participating Agency upon request.

### **3. Agency responsibilities**

- A. In consideration for the services described herein, Participating Agency agrees to pay Goodhue County the sum of **\$1200** pursuant to the following schedule:

Payment for the 2025 calendar year will be made to Goodhue County in the sum of **\$600** no later than January 31, 2025.

Payment for the 2026 calendar year will be made to Goodhue County in the sum of **\$600** no later than January 31, 2026.

- Option 1:** (please initial if you agree to this option) \_\_\_\_\_ Participating Agency \_\_\_\_\_ Goodhue County

This agreement shall automatically renew under the same rate, terms and conditions for successive one year periods unless otherwise terminated or modified as herein prescribed. For successive years, payment of **\$600** annually will be made to Goodhue County no later than January 31<sup>st</sup> of the calendar year.

This Option 1 may be terminated by either party for any reason upon written notice to the other party no later than August 1<sup>st</sup> of the calendar year and become effective on January 1<sup>st</sup> of the upcoming year.

- B. When appropriate and agreed to by the parties, Participating Agency shall provide Goodhue County with GIS datasets authored or created by Participating Agency to be incorporated into the online GIS mapping site (s).
- C. Goodhue County may utilize Participating Agency datasets for county projects such as All Hazard Mitigation Plan and Comprehensive Plan.

### **4. Ownership/Confidentiality**

- A. Shared Datasets. Each agency will own the dataset/s that they originally authored. No data may be released or provided to a third party without the specific authorization of the authoring agency. Any request for datasets by third parties shall be directed to the authoring agency.
- B. Ownership of County Datasets. County authored GIS datasets are the exclusive property of Goodhue County and the County reserves all rights of ownership, title and control to the datasets under federal copyright law or other law relating to confidential and/or trade secret information. The parties agree that the development of the datasets required the skilled efforts of professionals in its design and compilation and that the end product is the result of the original work of the County, its employees and agents. Pursuant to Minn. Stat. § 13.03, Subd. 5 (2002), the datasets may contain trade secrets of the County and may only be used as authorized herein.
- C. Obligation of Confidentiality. Participating Agency acknowledges and agrees that Goodhue County reserves all rights of ownership, title and control of its datasets. Publisher will not, under any circumstances, disclose or disseminate the datasets or any portion thereof to any

other person, firm, entity or organization except as expressly authorized herein. Publisher will keep and maintain the datasets in a secure manner so as to reasonably preclude unauthorized use, dissemination or disclosure. That upon receipt of any updated datasets, Participating Agency shall, within five (5) days, return the previous datasets to the County or shall certify in writing that all copies thereof have been destroyed.

D. Goodhue County agrees to treat Participating Agency datasets in a similar manner.

**5. Disclaimer of Data**

Goodhue County makes no representation or warranty with regard to the accuracy or completeness of the GIS databases referred to in this agreement and assumes NO liability or responsibility for any associated, direct, indirect, or consequential damages that may result from its use or misuse. © Copyright 2025 by Goodhue County, Minnesota.

Participating Agency agrees that all maps containing Goodhue County data that are published or accessible to the public or third parties shall contain the prominently displayed disclaimer as printed above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**PARTICIPATING AGENCY**

**COUNTY OF GOODHUE**

AGENCY NAME:

By: \_\_\_\_\_

Chair, Goodhue County Commissioners

Date of Signature: \_\_\_\_\_

City of Bellchester

By: Jody Under

Attest: \_\_\_\_\_

Administrator

Title: Mayor

Date of Signature: \_\_\_\_\_

Date of Signature: 6/18/25

Attest: [Signature]

Approved as to form:

Administrator

County Attorney

Date of Signature: 6-18-2025

Date of Signature: \_\_\_\_\_

(please initial if you agree to Option 1) X Participating Agency \_\_\_\_\_ Goodhue County