

VOLUNTARY COST SHARING AGREEMENT
WITH ANOKA COUNTY
(2022 LiDAR Flight – Central Mississippi Block acquisition)

THIS AGREEMENT is made between the County of Anoka, a political subdivision of the State of Minnesota, through its GIS Department (hereinafter “County”) and the undersigned participating municipality/organization (hereinafter “Agency”).

WITNESSETH

WHEREAS, the County has partnered with the State of Minnesota to collect high-resolution digital elevation data developed from airborne LiDAR (Light Detection and Ranging) in the central Mississippi Minnesota region in the spring of 2022 (the “LiDAR Project”), under the State’s funding received from United States Geological Survey (USGS); and,

WHEREAS, the County contributed \$58,000 toward the LiDAR Project, along with other Minnesota counties, as matching funding for the State to remit to USGS for the LiDAR project; and ,

WHEREAS, under the LiDAR Project, Counties are encouraged to share the resulting data with other public bodies or organizations, including but not limited to cities and townships, watershed and conservation districts, and other organizations that may directly benefit from the use of such data; and,

WHEREAS, the undersigned Agency has agreed to contribute \$2,500 toward a portion of the County’s costs associated with the LiDAR Project.

NOW, THEREFORE, the parties understand and mutually agree as follows:

1. **Term.** This agreement shall commence upon signing and shall terminate on December 31, 2022.
2. **Voluntary Contribution.** For calendar year 2022, Agency agrees to contribute the sum of two-thousand five hundred dollars (**\$2,500**) to the County toward costs associated with the LiDAR Project, with payment to the County no later than June 30, 2022.
3. **Independent Contractor.** It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County or the Agency as the employee or representative of the other entity for any purpose or in any manner whatsoever.
4. **No Warranties.** The Agency agrees that the County is furnishing the LiDAR data on an "as is" basis, without representation or any express or implied warranties, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the data. The County does not warrant that the LiDAR data will be error

free. The Agency's exclusive remedy and the County's sole liability for any defect which impairs the use of the LiDAR data shall be the right to terminate this agreement.

5. **Liability.** County and Agency agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent authorized by law defend, indemnify and hold harmless the other party for such acts. In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages, or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County.
6. **Audit.** Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and upon reasonable request, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.
7. **Data Practices.** All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.
8. **No Assignment.** Neither party shall assign or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

(signature page follows)

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

**ANOKA COUNTY
GIS DEPARTMENT**

**AGENCY
CITY OF RAMSEY**

By: _____
John Slusarczyk, GIS Coordinator
Anoka County Hwy Dept.,
1440 Bunker Lake Blvd. NW
Andover, MN 55304
Email: john.slusarczyk@co.anoka.mn.us

By: _____
Bruce Westby, City Engineer
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
Email: bwestby@cityoframsey.com

Dated: _____

Dated: _____