

Dakota County and Metropolitan Council Contract for Geospatial Data Formatting

THIS CONTRACT is entered into by and between the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota (“the Council”) and **Dakota County**, a political subdivision of the State of Minnesota (“the County.”)

WHEREAS:

1. The Council and the County participate in a voluntary collaborative known as MetroGIS and support the objectives of MetroGIS by standardizing, aggregating and publishing inter-jurisdictional geospatial datasets for the benefit of government and public data consumers; and
2. The Council has provided financial, technical, data assembly and distribution support for the partners participating in the MetroGIS collaborative since 1995; and
3. The Council has developed datasets and related services and made them available to the County and other public parties at no charge; and
4. The County has developed its own geospatial datasets and has resolved to provide this data in its native format at no cost to other governments and to the public; and
5. The Council intends to aggregate the County’s geospatial data with data from other Counties in the metropolitan region to create MetroGIS Regional Datasets and to publish the datasets on a publicly accessible geospatial data clearinghouse site for public consumption and use; and
6. The Council desires to compensate the County for the effort of translating its geospatial datasets from the native format in use by the County into standardized formats pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

I) SCOPE

The purpose of this Agreement is to establish the terms by which the County and the Council will expand upon their existing relationship in developing, standardizing, maintaining and publishing authoritative geospatial datasets and accompanying metadata. This is done to serve the needs of both the County and the Council and to provide valuable geospatial data to the public.

Through this agreement, the County agrees to provide the Council with the electronic geospatial datasets and up-to-date accompanying metadata in agreed upon standardized formats as described in **Exhibit A**, which is attached and incorporated by reference.

The Council will pay the County pursuant to the terms of this Agreement to assist the County in formatting its geospatial data into agreed upon regional and state data standards and for time and labor spent in providing updated accompanying metadata.

The Council agrees to aggregate the County's data with data from other counties of the metropolitan region to create MetroGIS Regional Datasets and publish these regionally standardized datasets on a suitable geospatial data clearinghouse site for public consumption and use. The Council's responsibilities are described in **Exhibit B**, which is attached and incorporated by reference.

The Council and the County acknowledge and agree to the Context, Purpose and Stipulations included in **Exhibit C**, which is attached and incorporated by reference.

1.2 Definitions.

- a. **Geographic Information System (GIS)** means a system capable of storing and processing geospatial data to analyze and display geographic relations between people, places, and things on the Earth's surface.
- b. **Geospatial Data** has the meaning of "electronic geospatial data" as defined by Minnesota Statutes Section 16E.30 Subd.10. "Geospatial data" means digital data using geographic or projected map coordinated values, identification codes, and associated descriptive data to locate and describe boundaries or features on, above, or below the surface of the Earth or characteristics of the Earth's inhabitants or its natural or human-constructed features. Pursuant to Minnesota Statutes Section 16.E.30 Subd. 11, the Parties acknowledge and agree that only public data, as defined by Minnesota Statutes, chapter 13, shall be included in "Geospatial Data."
- c. **Metadata** means data that describes and provides basic information about the Geospatial Data, as governed by the Minnesota Geographic Metadata Guidelines, version 1.2, data October 7, 1998, *available online at:* <http://www.mngeo.state.mn.us/committee/standards/mgmg/metadata.htm> and shall, at least, identify the original authoritative data source.
- d. **MetroGIS** means a regional geographic information systems initiative serving the seven-county Minneapolis-St. Paul (Minnesota) metropolitan area. It provides a regional forum to promote and facilitate widespread sharing of geospatial data. MetroGIS is a voluntary collaboration of local and regional governments, with partners in state and federal government, academic institutions, nonprofit organizations, and businesses.

II) TERM AND TERMINATION

2.1 Term. This Agreement will take effect on January 1, 2026, and expire on December 31, 2028.

2.2 Option. The Council may extend the term of this Agreement for a single, two-year term by submitting a written request for extension to the County 30 days prior to expiration of this Agreement. The extension of the agreement would commence on January 1, 2029, and would expire on December 31, 2030.

2.3 Termination. This Agreement may be terminated by mutual agreement of the Parties.

III) PAYMENT

3.1 Maximum Total Compensation. The maximum total compensation to be paid to the County by the Council for all work performed under this Agreement shall not exceed \$4,000 in any calendar year.

3.2 Method of Payment. During each calendar year of the agreement, upon provision of the fourth quarter geospatial data and completed metadata to the Council, the County shall issue an invoice referencing the Council's contract number to the Council. Upon verification and acceptance by the Council's representative of each invoice, the Council shall pay the County the verified amount within 30 days. The County shall not receive payment for work found by the Council to be incomplete, unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

IV) GENERAL TERMS

4.1 Assignment. The Parties shall not assign or transfer their rights or responsibilities under this Agreement without the prior written consent of the other Party.

4.2 Amendment. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the authorized representatives of both Parties.

4.3 Governing Law. The laws of the State of Minnesota shall govern all interpretations of this Agreement.

4.4 Notice. The individuals listed below or their successors in office will be the primary contact for their respective entity. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent (i) certified mail, (ii) by e-mail, provided that the recipient of such notice acknowledges receipt by e-mail or otherwise in writing, or (iii) delivered in person to the other party addressed as follows:

For the Metropolitan Council:

Mary Mortensen
GIS Manager
390 Robert Street North
St. Paul, MN 55101

For Dakota County:

Joe Sapletal
GIS Manager, IT, Office of GIS
14955 Galaxie Avenue
Apple Valley, MN 55124

Phone: (651) 602-1631

Phone: (952) 891-7096

Email: mary.mortensen@metc.state.mn.us

Email: Joe.Sapletal@co.dakota.mn.us

4.5 Dispute Resolution. A dispute resolution process shall be used for any unresolved issue, dispute or controversy between the parties before any legal remedies are exercised. The dispute resolution process contains a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level.

The County is represented from Level 1 to 3 in the following order:

County Level 1: GIS Manager

County Level 2: Operations Business Information Officers

County Level 3: Chief Information Officer

The Council is represented from Level 1 to 3 in the following order:

Council Level 1: GIS Manager

Council Level 2: Deputy Chief Information Officer

Council Level 3: Chief Information Officer

At each level, representatives of the Parties shall meet and continue to explore resolution until either party determines, in good faith, that effective resolution is not possible at the current level and notifies the other party that the process is elevated to the next level. If either or both parties make such a determination at any point during issue resolution at Level 3, then the dispute resolution process has been exhausted.

4.6 Waiver. One or more waivers of any provision, term, condition or covenant by either Party shall not be construed by the other Party as a waiver of a subsequent breach of the same.

4.7 Liability. Each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Both the County and Council's liability for the data is governed by the provisions of Minnesota Statutes, Chapter 466.

Any and all employees of each of the respective Parties hereto, and all other persons engaged by each respective party in the performance of any work or services required or provided herein to be performed by the respective party shall not be considered employees of the other Party. Each Party shall be solely responsible for its own employees for any workers' compensation claims.

4.8 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the Parties. One or more waivers by one Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

4.9 Record-Keeping and Audit. All records kept by the County and the Council with respect to this Agreement shall be subject to examination by the representatives of each party hereto. All data collected, created, received, maintained, or disseminated for any purpose by the activities of the County and the Council pursuant to this Agreement shall be governed by Minnesota Statutes, Chapter 13, as amended. Pursuant to Minnesota Statutes Chapter 16C.05 Subd. 5, the Parties further agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the other Party and the state or legislative auditors, as appropriate, for a minimum of six years from the end of this Agreement.

4.10 Compliance. The Parties agree to abide by all applicable state and local laws, including the Minnesota Government Data Practices Act, in performing their obligations under this Agreement.

4.11 Survival. The provisions of Section 4.3, 4.4, 4.5, 4.7 and 4.9 will survive termination of this Agreement.

4.12 Complete Agreement. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. In the event of a conflict between the terms of this Agreement and any of the Exhibits attached hereto, the terms of this Agreement shall prevail.

The remainder of this page is intentionally blank. Signature page to follow.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

DAKOTA COUNTY

METROPOLITAN COUNCIL

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reviewed for COUNTY by the
County Attorney’s Office:

Date: _____

Exhibit A

Roles and Responsibilities of the County

Translation of County-generated electronic geospatial data into agreed upon standards and interval of delivery

Road Centerline Data: The County will convert its road and highway centerline data to the Minnesota Geospatial Advisory Council Road Centerline Data Standard format and deliver, or make it available through appropriate file transfer means, on a continual basis to the Council for automated harvesting, validation, aggregation and publishing as part of the Metro Regional Road Centerlines Dataset.

Address Point Data: The County, serving in the role of aggregator of the address point data from its constituent municipalities and addressing authorities, will convert a version of the data into the Minnesota Geospatial Advisory Council Address Point Data Standard format and deliver or make the converted data available through appropriate file transfer means on a continual basis for automated harvesting, validation, aggregation and publishing as part of the Metro Regional Address Point Dataset.

Tax Parcel Data: The County will convert its tax parcel data to the Minnesota Geospatial Advisory Council Parcel Data Standard format and deliver or make it available through appropriate file transfer means on a quarterly schedule within the first 5 days of business in the months of January, April, July and October.

Municipal and County Boundary Data: The County will provide its current municipal and county polygon boundary file in its native electronic format and deliver, or make it available through appropriate file transfer means, on a quarterly schedule by the first day of business in the months of January, April, July and October. The County will communicate known municipal boundary changes since the previous quarter.

Metadata and supporting documentation: The County will provide a thorough review and update of the MetroGIS Regional Parcel Dataset metadata record and the MetroGIS Regional Parcel Attributes document which accompanies the data. The County will further provide updated metadata records to accompany each additional dataset it provides as listed in this Agreement.

Validation, Data Quality and Completeness: Prior to data submission, the County will complete validation to ensure the data standard is met. The County will also complete data quality checks to ensure the data is confirmed as complete as expected. This includes checks for geometry, number of records and completeness of attributes.

File Transfer Format: Data shall be provided through a designated portal account provided by the Council. Each data set, metadata and supporting documentation should be provided as an

individual zip file using the following formats and naming conventions or subsequently agreed upon format.

	Road Centerline	Address Point	Tax Parcel	Municipal and County
Zip file	rcl.zip	adp.zip	parcel.zip	municipalities.zip
File GDB	rcl.gdb	adp.gdb	parcel.gdb	municipalities.gdb
Feature Class	rclgac	adp	point	municipal_boundaries
Feature Class			polygon	county_boundary

Communication: The County shall designate one (1) County-contact for data submissions and notify the Council of staff changes within two (2) weeks of said change.

Data Issues: The County will respond within 2 business days to data issues reported by the Council or the Metropolitan Emergency Services Board (MESB) to address the integrity of the data for centerlines, address points, and parcels. This includes: 1) acknowledgement of receipt with timeline to review the issue; 2) confirmation of the issue and plan/timeline to address the issue; 3) direction to hold the publication of the dataset until correction is made or to publish without correction; 4) follow-up with the corrected dataset and any revised supporting documentation or an update to the timeline to address the issue.

Exhibit B

Roles and Responsibilities of the Council

Aggregation of the County's data with those of other metropolitan Counties to produce and to publish the Metro Regional Datasets

File Transfer: The Council will provide a designated portal account to the County for uploading data. The Council will share a tool with the County to assist with data uploads. The Council does not support the implementation of the tool and will assist with or update the tool only as time allows. The Council acknowledges that its limited support of the tool may affect the County's ability to compile or submit the data outlined in Exhibit A.

Validation, Data Quality and Completeness: The Council will validate the data provided by the County to ensure the data standard is met. The Council will also complete data quality checks on the Tax Parcel data to ensure the data is complete as expected. This includes checks for geometry, number of records and completeness of attributes.

The Council uses validation and data quality tools for internal checks. The Council will share validation and data quality tools with the County as-is and when internal tools are updated. The Council does not support the implementation and use of these tools.

The Council maintains and supports the custom *MetroGIS 911 Data Sources Viewer* web mapping application. This multi-jurisdictional sponsored application was developed by the Council on behalf of MetroGIS in 2019 for the Metropolitan Emergency Services Board (MESB) to check the County's Road Centerline and Address Point data for incorporation into the regional 9-1-1 system.

Aggregation and Data Publishing: The Metropolitan Council agrees to aggregate the County's data with those of other metropolitan Counties to produce and publish the Metro Regional Datasets as follows:

- **Road Centerline Data:** Daily
- **Address Point Data:** Daily
- **Tax Parcel Data:** Quarterly, published by the end of the 3rd week of the months of January, April, July, October pursuant to receiving all data and corrections.
- **Municipal and County Boundary Data:** Quarterly. The Council does not re-distribute the dataset containing municipal and county boundaries, rather, it aligns the Council's existing Regional Municipal Boundary dataset to match the changes shown in the quarterly updates provided by the County. These are updated and published quarterly, subsequent to publishing the Regional Tax Parcel Data.

Metadata and supporting documentation: The Council will maintain regional metadata for each of the aggregated datasets and updates to the MetroGIS Regional Parcel Attributes document which accompanies the data.

Communication: The Council will provide reminders to the County 1 week prior to the quarterly due date for Tax Parcel and Municipal and County Boundary data.

Data Issues: The Council will reserve the right to hold submitted data from publication if data quality issues or standards are not addressed by the County.

Exhibit C

Context, Purpose and Stipulations

The **County** and the **Council** recognize the importance of perpetuating a strong, productive and mutually beneficial, government-to-government relationship which highlights the shared benefits, responsibilities and continued commitment to providing authoritatively sourced, reliable and up-to-date geospatial data to one another and to the public in standardized formats that maximize its usefulness.

Context of the Agreement. The County and the Council have been partners in geospatial data needs assessment, data development and data publication since 1996 through the MetroGIS collaborative. This unique and innovative partnership has led to a heightened awareness of one another's roles, needs and challenges as a data producers and consumers. With the adoption of a free and open geospatial data policy by the County on the date listed below, a new era of collaborative geospatial work emerged. Freely and openly available geospatial data facilitates greater data availability and enhances the ability to standardize that data with that of other agencies to magnify this benefit.

- Anoka County on April 22, 2014
- Carver County on April 1, 2014
- Dakota County on March 11, 2014
- Hennepin County on February 11, 2014
- Ramsey County on February 11, 2014
- Scott County on October 6, 2015
- Washington County on November 18, 2014

Purpose of the Agreement. The purpose of this Memorandum of Agreement is three-fold. This first is to affirm that continued collaborative work through the participation of the County and the Council in the MetroGIS collaborative is beneficial to both their internal needs and collective interest. The second is an affirmation that the County and the Council remain committed to the MetroGIS collaborative as a means of defining and solving their shared needs for regionwide geospatial data. Third, is to articulate the formal terms by which the Council will remunerate the County for its efforts to convert its public geospatial data into agreed-upon and adopted geospatial data standards.

Stipulations of Agreement. The terms of this agreement are underpinned by the following stipulations:

- **Benefit:** Both the County and the Council acknowledge the continued benefit of the MetroGIS collaborative to explore, discuss, define and solve their shared issues of geospatial data development, standardization, usage and publication.
- **Participation:** Both the County and the Council agree to continue to participate in the MetroGIS collaborative by sending a representative staff member to advocate for, and articulate their agency's interests, to work in concert with other participating interests to help define shared needs, and to participate as needed in the constituent committees and work groups of the collaborative for the benefit of their own organization and of the regional geospatial professional community.

- **Dependencies:** Both the County and the Council acknowledge the downstream dependencies of timely, up to date, and accurate data submissions for the Metropolitan Emergency Services Board's oversight and management of the regional 9-1-1 system; the State of MN Geospatial Advisory Council's statewide geospatial data priorities being administered by the MN Geospatial Information Office; and the Council's and Metro Transit's operations, planning and policy responsibilities.