

Data Sharing and Distribution Agreement

This Agreement is made by and between the **(Insert State Department or County Name or County Entity)**, Alabama and the Alabama Department of Economic and Community Affairs (ADECA), Office of Water Resources (OWR).

WHEREAS, at significant expense the **(Insert State Department or County Name or County Entity)** has created and developed a Geographic Information System (GIS) database consisting of aerial photographs of **(Insert Name of County)** and/or topographic data of **(Insert Name of County)**, Alabama (“the **(Insert State Department or County Name or County Entity)** GIS Database”);

WHEREAS, the **(Insert State Department or County Name or County Entity)** owns the copyright in and to “the **(Insert State Department or County Name or County Entity)** GIS Database”; or may otherwise maintain data which is considered proprietary or sensitive to the business interests of **(Insert State Department or County Name or County Entity)**.

WHEREAS, the ADECA OWR and the Federal Emergency Management Agency (FEMA) desires to create a flood insurance rate map incorporating **(Insert Name of County)**, Alabama using the **(Insert State Department or County Name or County Entity)** GIS Database and may update or revise the map in the future where each map version of which is a “Flood Insurance Rate Map” (FIRM); and

WHEREAS, the ADECA OWR and / or FEMA, either itself, or through other parties, desires to distribute the Flood Insurance Rate Map (FIRM) and the Digital Data used to generate the Digital Flood Insurance Rate Map (DFIRM) to government agencies and to the public.

NOW THEREFORE, for the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Complimentary Copy of the Flood Insurance Rate Map. The ADECA OWR will provide to **(Insert State Department or County Name or County Entity)** in digital form, without cost to **(Insert State Department or County Name or County Entity)**, one copy of the completed Flood Insurance Rate Map, as soon as possible, after it is made available to the public.
2. Applicable GIS Database Paragraphs Section
 - (a) Datasets
 - i. The **(Insert State Department or County Name or County Entity)**'s GIS Database. The **(Insert State Department or County Name or County Entity)** will provide to the ADECA OWR and FEMA a copy of the **(Insert State Department or County Name or County Entity)**

Entity)'s GIS Database, which will consist of the U.S. Geological Survey (USGS) supplied Digital Ortho-photo Quads (DOQs) and/or any Community or State data that meets or exceeds the minimum requirements (1 meter resolution and horizontal accuracy of USGS DOQ's (+/- 38' accuracy at 95% confidence level). Specifically, the **(Insert State Department or County Name or County Entity)**'s GIS Database will consist of **(Insert Description of GIS database, i.e., the Black and White Digital Ortho-photography flown, and processed by (Insert Name of Source who Created the Orthos), Alabama in the year (Insert the Year Flown). These flights occurred at varying scales of (Insert the Scales, i.e., 1:400, 1:200, and 1:100).**) Additionally, **(Insert State Department or County Name or County Entity)** will provide to the ADECA OWR and FEMA a copy of the topographic data **(Insert Description of the topo data, i.e., of 2-foot, 4-foot, or (Applicable Numbered)-foot contour intervals, depending on the geographic location.)** All digital data, which is used to make DFIRMs, must meet specific standards within the FEMA Guidelines and Specifications for Flood Hazard Mapping Partners [April 2003]. All digital data submitted must also include the applicable metadata, which meets the FEMA requirements for the Federal Geographic Data Committee (FGDC) standards for the description of the digital data.

1. Photography Agreement. **(Insert State Department or County Name or County Entity)** grants the ADECA OWR and FEMA a one-time, non-exclusive, royalty-free Agreement to **(Select either use the High Resolution Digital Orthos, as is, or to resample the Digital Ortho Photography to 1-meter pixel resolution, black and white digital photographs.)** **(Insert State Department or County Name or County Entity)** further grants the ADECA OWR and FEMA a non-exclusive, royalty-free Agreement to copy and distribute **(Select either the High Resolution Digital Orthos or the B&W Low-Resolution Photographs)** as part of the Flood Insurance Rate Map. If the resampling option was selected, but is not possible, then the ortho-photography will only be used to validate the hydrography and will not be used as a component of the base map and not used specifically in the development of the new Special Flood Hazard Areas (SFHAs). In the latter case where resampling is not possible, the ortho-photography will not be submitted to the FEMA Map Service Center or included in the Government Printing Office (GPO) Submittal.
2. Vector Database Agreement. To indicate base map features on the Flood Insurance Rate Map, **(Insert State Department or County Name or County Entity)** grants the ADECA OWR

and FEMA a non-exclusive, royalty-free Agreement to **(Select either to use and distribute the (Insert State Department or County Name or County Entity) GIS Database, as is, or to use and convert the (Insert State Department or County Name or County Entity) GIS Database vector base map data to a raster format, i.e., a picture grid format before distribution.)** The specific vector base map layers provided includes **(Insert the Names of the Vector Based Data, i.e., transportation features, e.g., roads, railroads, airports and structures (bridges and culverts); hydrographic features, including streams, rivers, lakes, and shorelines; current political boundaries, including those that define the county, corporate limits, extraterritorial jurisdictional areas, military lands, and Native American lands; Parks or forest lands, if applicable; range, township, and section lines, if applicable; and feature names for all of the features that have names, i.e., all the above data sets will also include the accompanying annotation, if applicable.**

3. Severability. If any condition or provision of this Agreement is held invalid or unenforceable, it shall not affect the validity of the remaining provisions. The remainder of the Agreement shall not be affected, and each condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
4. Modification. The terms of this Agreement may not be modified by oral agreement but may only be modified by written agreement signed by both parties.
5. Section Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
6. Governing Law. This Agreement is subject to the laws governing the State of Alabama. Claims or disputes under this Agreement shall be resolved in accordance with the laws governing the State of Alabama.
7. Multiple Originals. This Agreement may be executed in separate, identical counterparts, any one of which when executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.
8. Entire Agreement. This Agreement expresses the final agreement and understanding between the parties regarding the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date signed by the last party as indicated below:

(Insert State Department or County Name or County Entity)

By: _____

Name: _____

Position: _____

Date: _____

Attest: _____

Alabama Department of Economic and Community Affairs
Office of Water Resources

By: _____

Name: _____

Position: _____

Date: _____

Attest: _____