

EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING

INTRODUCTION

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.441 *et seq.*, and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

1. DEFINITIONS

- 1.1. **"Geographic Information System Data" or "GIS Data"** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
- 1.2. **"Access Oakland Product"** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.3. **"Consultants, Contractors or Subcontractors"** mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.
- 1.4. **"Third Party"** means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

2. OAKLAND COUNTY RESPONSIBILITIES

- 2.1. The County agrees to provide Public Body, without fee or cost, with data available as GIS Data and/or Access Oakland Products in retrievable form for public purposes permitted by law, including but not limited to assessing, planning, zoning, property inspection, economic or community development, public safety, public works, parks and recreation, and engineering.

3. PUBLIC BODY RESPONSIBILITIES

- 3.1. All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the Content) are owned by the County or licensed to the County by Third Parties who own the Content. The Content is protected by copyright,

trademark and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

- 3.2. All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3. Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4. Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5. Public Body shall require any and all of its Consultants, Contractors or Subcontractors who, on behalf of Public Body, want access to GIS Data and/or Access Oakland Products described in this Agreement to execute a written agreement by which Public Body's Consultants, Contractors or Subcontractors agree to the provisions in the following subparagraphs. Public Body shall provide an original of the fully signed and executed agreement described in this paragraph to the County prior to the Public Body's Consultants, Contractors or Subcontractors accessing the GIS Data and/or Access Oakland Products.
 - 3.5.1 Public Body's Consultants, Contractors or Subcontractors shall be bound by the terms and conditions of this Agreement;
 - 3.5.2 Public Body's Consultants, Contractors or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except those authorized by Public Body in relation to the performance of its official duties; and,
 - 3.5.3 Public Body's Consultants, Contractors or Subcontractors shall return to Public Body all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6. Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all other requests, not related to this Agreement, to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

4. LICENSED USE AND ACCESS

- 4.1.** County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.