

INTERGOVERNMENTAL AGREEMENT

FOR

ACCESS TO GIS DATA

Between

(COMMUNITY)

And

COUNTY OF WAYNE

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INTERGOVERNMENTAL AGREEMENT FOR ACCESS TO GIS DATA

THIS AGREEMENT is entered on _____, 2003, between the County of Wayne, Michigan, a body corporate and the _____(COMMUNITY).

DEFINITIONS

COUNTY refers to the County of Wayne, Michigan.

(COMMUNITY) shall mean the _____, Michigan.

GIS Coordinator shall refer to Coordinator of the COUNTY GIS Management Unit.

(COMMUNITY)'s Contact shall mean the individual designated in Article 21 of this Agreement.

Basemap shall mean the Wayne County GIS Core Basemap, consisting of digital orthophotos, street, geopolitical, ownership and tax parcel, and hydrographic data elements with all associated data tables.

Data shall mean digital databases or data layers, which contain references to geographic locations.

Derivative Products shall mean all works created by the (COMMUNITY), which are based upon or incorporate all or part of the Basemap, such as revision, modification, translation, abridgement, condensation, expansion, collection, compilation, or any other form in the Basemap may be recast, transformed, or, adopted in the form of digital Data.

County GIS Data Standards shall mean a set of agreed upon criteria or rules for the collection, documentation, management, analysis, exchange, distribution, and display of GIS data. The following types of standards to be addressed are:

- a) GIS Database Design
- b) Hardware, Software and Interface
- c) Programming and Application Development
- d) Local Area Network and Wide Area Network
- e) Output standards for reports, maps and other media
- f) Systems Operation standards for security, archiving and maintenance
- g) Metadata Standards

County GIS Themes shall mean works created by the COUNTY, which are not derived from the COUNTY Basemap. Examples include Environmental, Engineering and Road Maintenance, Public Health, and Economic Development themes.

Municipal GIS Themes shall mean works created by the (COMMUNITY), which are not derived from the COUNTY Basemap. Examples include Water/Sewer Utility, Land Use, Addressing, and Zoning themes.

Michigan Geographic Framework shall refer to the Michigan Geographic Framework (MGF) basemap. The basemap consists of a common road centerline map, produced at 1:24,000 scale, for use by federal, state, county, and local governments and agencies. The product is a collaborative effort initiated by the United States Federal Government, the State of Michigan and the Southeast Michigan Council of Governments (SEMCOG).

Metadata shall mean information that describes the characteristics of the Data, which must be in accordance with the GIS Data Standards developed by the Federal Geographic Data Committee (FGDC).

Parcel Identifier shall mean the numbering scheme for identifying parcels in the Basemap.

Third Party shall mean a person or entity other than a party to this Agreement.

1. TERM OF AGREEMENT

1.01 This Agreement is effective from the date it is accepted by both parties. It will remain in effect until termination by either the COUNTY or the (COMMUNITY).

2. OFFICIAL COUNTY BASEMAP

2.01 This basemap is the official basemap of the Wayne County GIS and shall be adopted by the (COMMUNITY) as the official basemap of its GIS.

3. OWNERSHIP

3.01 This Agreement does not constitute a transfer of title or interest in the core basemap or any other COUNTY GIS Theme. Any portion of this Data that is modified or merged into another computer file or program by the (COMMUNITY), or is integrated with other programs or data to form derivative products, shall continue to be subject to the provisions of this Shared Access Agreement. The COUNTY retains ownership of the core basemap and all such portions.

3.02 The COUNTY reserves the right to incorporate Municipal GIS themes into the COUNTY GIS database. The (COMMUNITY) will retain ownership of any such incorporated data and the right to control any redistribution or use of the data.

4. MICHIGAN GEOGRAPHIC FRAMEWORK

4.01 The COUNTY Basemap, with the exception of base and scales, incorporates all elements of the Michigan Geographic Framework (MGF) map. The use of any MGF data, by either party in this agreement, is not governed under the terms of this Agreement.

5. DELIVERIES

5.01 The COUNTY agrees to provide the Basemap and COUNTY GIS Themes, in electronic media format as detailed in Appendix A of this Agreement, to the (COMMUNITY).

5.02 The (COMMUNITY) agrees to provide its available municipal GIS themes, including addressing updates, in electronic media format as detailed in Appendix A of this Agreement, to the COUNTY.

5.03 Each party in this Agreement will provide corrections and updates to the other as specified in Appendix A.

6. ACCESS TO ADDITIONAL PARCEL ATTRIBUTES

6.01 The COUNTY will provide ownership and tax parcel theme data containing a single unique parcel identifier for each parcel. If the (COMMUNITY) requires additional parcel attribute data, such as property ownership or tax related information, the COUNTY will provide access to these data sets under the terms of this Agreement.

7. COPYRIGHT

7.01 All publications, compilations, or derivative works using any of the COUNTY Basemap files, or COUNTY GIS Themes files, which are released to third a party, must include this copyright notice:

COPYRIGHT (insert appropriate year) COUNTY OF WAYNE, MICHIGAN

Such publications, compilations, or derivative works will include all paper or film products of any form which use any of the copyrighted GIS Basemap or GIS Themes except those that are working copies and which are not released to third parties.

Any third party that uses the COUNTY Basemap or GIS themes to create any new compilation or derivative work there from shall, in writing, recognize the COUNTY as copyright owner.

The (COMMUNITY) shall require a third party user to also acknowledge the COUNTY as the copyright owner of any publication, compilation, or derivative work created during its use of the COUNTY Basemap or other COUNTY GIS Themes.

7.02 Upon notification of any changes in copyright requirements, the (COMMUNITY) will make changes to subsequent maps or reports as required.

8. DISTRIBUTION OF THE GIS BASEMAP

8.01 The Basemap, or any other COUNTY GIS Themes, are to be solely retained by the (COMMUNITY). In no instance, except as provided for in Articles 8.02 and 8.04 of this Agreement, is this Data to be sold, leased, copied, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or non-profit entities.

- 8.02 Following a request for Data under the State of Michigan’s Enhanced Access Act, PA 550 of 1998, the (COMMUNITY) may release the Basemap, COUNTY GIS Themes, or other Derivative Products in whole or in part to a third party. The (COMMUNITY) agrees to notify the COUNTY GIS Management Unit prior to any release of this Data. In the event of any such release, the (COMMUNITY) will collect from the third party all reasonable fees for the Data as detailed in Appendix “A” of this Agreement, and reimburse these fees to the COUNTY. Reasonable fees are those established in accordance with Michigan’s Enhanced Access Act, and are approved by each party’s legislative body.
- 8.03 The (COMMUNITY) agrees to attach a copy of the disclaimer, Article 16.04 of this Intergovernmental Agreement, with any release of the basemap or its derivative products under the State of Michigan’s Enhanced Access to Public Records Act.
- 8.04 The (COMMUNITY) agrees to notify the COUNTY prior to the release of Data associated with the COUNTY Basemap through the Freedom of Information Act.

9. DISTRIBUTION OF (COMMUNITY)’S GIS DATA

- 9.01 All Municipal GIS Themes provided to the COUNTY through this Agreement are to be solely retained by the COUNTY. In no instance, except as provided in Articles 9.02, 9.03, or 9.04 of this Agreement, is this Data to be sold, leased, copied, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or non-profit entities.
- 9.02 Following a request for Data under the State of Michigan’s Enhanced Access Act, PA 550 of 1998, the COUNTY may release Municipal GIS Themes, or other Derivative Products in whole or in part to a third party. The COUNTY agrees to notify the (COMMUNITY) Contact prior to any release of this Data. In the event of such a release, the COUNTY will collect from the third party all reasonable fees for the Data as detailed in Appendix “A” of this Agreement, and reimburse these fees to the (COMMUNITY).
- 9.03 If it is determined that data distribution will benefit the general public, the county may distribute (COMMUNITY) GIS theme(s) without charge, under the terms of this article (9.03) and subject to Appendix “B”, a limited duration, limited purpose non-disclosure agreement. Examples of a benefit to the General Public may include, but are not limited to instances when:
- a) The information is critical to public health or safety;
 - b) The information is required for non-profit research purposes such as academic or public interest research;
 - c) The information is required to meet legal, programmatic or governmental objectives;

- d) The information explains the rights, entitlements and/or obligations of individuals;
- e) The cost of administering the fees would exceed the revenue to be collected;
- f) The reasonable fee established would have a serious detrimental impact on the financial position of particular groups or classes of users;
- g) The reasonable fee established would limit the number of users enough to compromise achieving program or other governmental objective.

Following a release of (COMMUNITY) GIS theme(s) under terms of this article, (9.03) the COUNTY agrees to provide written notification of, and a copy of the accompanying non-disclosure agreement to the (COMMUNITY)'s contact.

- 9.04 The COUNTY agrees to attach a copy of the disclaimer, Article 16.04 of this Intergovernmental Agreement, with any release of Municipal Theme Data.
- 9.05 The COUNTY agrees to notify the (COMMUNITY) prior to the release of data associated with the (COMMUNITY) municipal data themes through the Freedom of Information Act.

10. MODIFICATIONS TO THE GIS

- 10.01 The (COMMUNITY) agrees to report all changes, modifications, or corrections in their data themes listed in Appendix A to the COUNTY within a reasonable period of time. The (COMMUNITY) agrees to designate a single representative who will coordinate the submission of all such change requests.
- 10.02 The COUNTY agrees to report all changes, modifications, or corrections in their data themes listed in Appendix A to the (COMMUNITY) within a reasonable period of time. The COUNTY agrees to designate a single representative who will coordinate the submission of all such change requests.

11. ADHERENCE TO STANDARDS

- 11.01 The COUNTY and the (COMMUNITY) agree to conform to the COUNTY GIS Data Standards as may be amended from time to time.

12. SHARED METADATA

12.01 The (COMMUNITY) agrees to provide current metadata for municipal GIS themes incorporated into the COUNTY GIS that conform to the COUNTY GIS Data Standards. The COUNTY agrees to provide current metadata for the Basemap and all COUNTY GIS Themes incorporated into either the (COMMUNITY) or the COUNTY GIS that conform to the COUNTY GIS Data Standards.

13. TERMINATION

13.01 This Agreement may be terminated, in whole or in part, in writing by the COUNTY for its convenience. The (COMMUNITY) must be given: (1) not less than thirty (30) calendar days written notice or intent to terminate; and (2) an opportunity for consultation with the COUNTY prior to termination.

13.02 This Agreement may be terminated, in whole or in part, in writing by the (COMMUNITY) for its convenience. The COUNTY must be given: (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the (COMMUNITY) prior to termination.

13.03 Upon such termination, the (COMMUNITY) must cease use of the COUNTY Basemap and all other COUNTY GIS Themes and return the same to the COUNTY. In addition, the COUNTY will cease use of all of (COMMUNITY) municipal themes and return the same to the (COMMUNITY).

13.04 All notices of termination will be sent certified mail, postage prepaid and return receipt requested.

14. ASSIGNMENT

14.01 This Agreement may not be assigned, transferred, or in any way disposed of by either party without first having attained written approval of the other.

15. GOVERNING LAW

15.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan.

16. LIABILITY

- 16.01 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the (COMMUNITY) will be the sole responsibility of the (COMMUNITY) and not the responsibility of the COUNTY. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the COUNTY will be the sole responsibility of the COUNTY and not the responsibility of the (COMMUNITY). Nothing herein will be construed as a waiver of any governmental immunity, as provided by statute or modified by court decisions, by either the COUNTY, its agencies, or employees or the (COMMUNITY), and its agencies, or employees.
- 16.02 In providing Data (or access to it), neither the COUNTY nor the (COMMUNITY) assume any obligation to assist each other in the use of the data, or in the development, use, or maintenance of any applications applied to the data.
- 16.03 The COUNTY assumes no responsibility for the accuracy of any subsequent copies of the Basemap or its derivative products made and distributed by the (COMMUNITY). The (COMMUNITY) assumes no responsibility for the accuracy of any Municipal GIS theme or its derivative products made and distributed by the COUNTY.
- 16.04 Neither the COUNTY, nor its employees makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, functioning, completeness, or usefulness of the COUNTY Basemap or other COUNTY GIS Themes. Neither the (COMMUNITY) nor its employees makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, functioning, completeness, or usefulness of the (COMMUNITY) Municipal GIS themes.

17. NON-DISCRIMINATION

- 17.01 The COUNTY and the (COMMUNITY) agree that each shall comply with the United States Constitution and all federal and Michigan laws and regulations governing fair employment practices and equal employment opportunity.
- 17.02 The COUNTY and the (COMMUNITY) further agree that each will require any contractor performing services under this Agreement to agree to the provisions of this Article.

18. RELATIONSHIP OF PARTIES

18.01 The relationship of the (COMMUNITY) to the COUNTY is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship accrues to either party or either party's agent, subcontractor or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. Regarding liability for benefits as described in this paragraph, the COUNTY agrees to hold the (COMMUNITY) harmless from any claims, and any related costs or expense; and the (COMMUNITY) agrees to hold the COUNTY harmless from any claims, and any related cost or expense.

19. COMPLIANCE WITH LAWS

19.01 The Parties to this Agreement must comply with and must require its employees to comply with all applicable laws and regulations. The (COMMUNITY) is not required to comply with any municipal ordinances other than its own.

19.02 The (COMMUNITY) must hold the COUNTY harmless with respect to any damages arising from any violations of this Article by it or its employees. The COUNTY must hold the (COMMUNITY) harmless with respect to any damages arising from any violations of this Article by it or its employees.

20. AMENDMENTS

20.01 No amendment to this Agreement, except as detailed in Article 20.02 of this Agreement, is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties.

20.02 The COUNTY and (COMMUNITY) may agree to amend appendix "A" of the agreement due to additions or changes in either party's GIS themes. A revised appendix "A" will be incorporated into this agreement when signed by the COUNTY GIS Representative and the (COMMUNITY) Contact.

21. NOTICES

21.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing, signed by an authorized representative, and mailed by first-class mail and addressed as follows:

If to the **(COMMUNITY)**:

If to the **COUNTY**:

Wayne County IT
Larry Simmons - CIO
415 Clifford, 2nd floor
Detroit, Michigan 48226
Phone (313) 224-0832
Fax (313) 224-5089
Email: lsimmons@co.wayne.mi.us

- 21.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided.
- 21.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

22. WAIVER OF ANY BREACH

- 22.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

23. SEVERABILITY OF PROVISIONS

- 23.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

24. MERGER CLAUSE

- 24.01 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

25. NONEXCLUSIVE AGREEMENT

- 25.01 The COUNTY or the (COMMUNITY) may contract with other firms providing the same or similar services so long as each Party's obligations to one another contained in this Agreement

will not be affected in any manner.

26. AUTHORIZATION AND CAPABILITY

- 26.01 The COUNTY warrants to the (COMMUNITY) and the (COMMUNITY) warrants to the COUNTY that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Agreement, and that each is ready to perform its obligations. The COUNTY further warrants that the person signing this Agreement is authorized to do so on behalf of the COUNTY and is empowered to bind the COUNTY to this Agreement. The (COMMUNITY) further warrants that the person signing this Agreement is authorized to do so on behalf of the (COMMUNITY) and is empowered to bind the (COMMUNITY) to this Agreement.
- 26.02 This Agreement is effective only upon review and approval by the Wayne County Commission.
- 26.03 This Agreement is effective only upon review and approval by the (COMMUNITY)'s legislative body.

27. ENHANCED ACCESS REQUIREMENTS

- 27.01 The (COMMUNITY) shall provide access to its municipal GIS themes data, listed in Appendix "A" of this Agreement, to the COUNTY at no cost to the COUNTY. The COUNTY shall provide access to its Basemap and COUNTY GIS Themes, listed in Appendix "A" of this Agreement, to the (COMMUNITY) at no cost to the (COMMUNITY). The consideration for this Agreement is the mutual benefit both parties will accrue from the sharing of data.
- 27.02 The public purpose for which GIS Data is exchanged between the COUNTY and the (COMMUNITY) is to facilitate the sharing of data for the development of geographic information systems throughout Southeast Michigan.
- 27.03 If the COUNTY receives a request from a third party for the any Municipal GIS Theme, the COUNTY shall collect from the third party a fee as prescribed in the Enhanced Access Act unless the fee is waived or reduced in accordance with Article 9 of this Agreement and convey to the (COMMUNITY) that portion of any fee collected that is directly attributable to the operating expenses of the (COMMUNITY) in furnishing the Municipal GIS Themes to a third party and which allows the (COMMUNITY) to recover its operating expenses over time. (Michigan's Enhanced Access Act, PA 550 of 1998)

- 27.04 If the (COMMUNITY) receives a request from a third party for the Basemap or any other GIS Theme, the (COMMUNITY) shall collect from the third party a fee as prescribed in the Enhanced Access Act and convey to the COUNTY that portion of any fee collected that is directly attributable to the operating expenses of the COUNTY in furnishing the Basemap or other GIS Themes party to a third party and which allows the COUNTY to recover its operating expenses over time. (Michigan's Enhanced Access Act, PA 550 of 1998)
- 27.05 A complete inventory of all Data shared through this Agreement with reasonable fees established by each party's governing body is provided in Appendix "A" of this Agreement.

28. SIGNATURE

(COMMUNITY):

COUNTY OF WAYNE:

By: _____

By: _____

ROBERT A. FICANO

Its: _____

Its: COUNTY EXECUTIVE

Wayne County IT Director

Date

(COMMUNITY) Contact

Date

NONDISCLOSURE AGREEMENT

This AGREEMENT is entered into effective as of the < > day of < >, 20< >, between the COUNTY OF WAYNE, with offices at 600 Randolph, Detroit, Michigan 48226 ("COUNTY"), and < > ("RECIPIENT"), with offices at < >.

To protect certain confidential information that may be disclosed to the RECIPIENT, the RECIPIENT agrees as follows:

I. DEFINITIONS.

"Confidential Information" means the following:

For purposes of this Agreement, the Confidential Information disclosed hereunder is identified in Attachment 1. Confidential Information in written or tangible and digital form shall be labeled confidential or proprietary prior to disclosure.

II. RESTRICTIONS.

- A. RECIPIENT agrees not to disclose, provide, or otherwise make available any Confidential Information provided by the COUNTY to any other person or entity, except as expressly provided in this Nondisclosure Agreement. RECIPIENT agrees to restrict disclosure of Confidential Information to those employees of RECIPIENT who are made aware of, and agree to abide by, the terms of this Nondisclosure Agreement, and even then only on an as-needed basis.
- B. RECIPIENT agrees to take all reasonable steps, at least as great as the steps RECIPIENT takes with respect to its own confidential or proprietary information, to protect the Confidential Information provided by the COUNTY from unauthorized disclosure or use.
- C. RECIPIENT agrees that it shall use Confidential Information only in the manner and for the purposes described in the Attachments. Any other use or disclosure of the Confidential Information shall constitute a material breach of this Nondisclosure Agreement.
- D. RECIPIENT shall immediately notify the COUNTY in writing of any misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to its attention.
- E. The GIS data may be used by the RECIPIENT where the RECIPIENT is serving as the Municipality's selected GIS Contractor, for the purposes of the Municipality(s) GIS project(s). Hard copy representations of the data may be distributed only to the Municipality for the purposes of the specific GIS project(s) for which the RECIPIENT is contracted to complete. The RECIPIENT shall not distribute hard copy representations of the data or digital representations of the data files to any third party.

- F. The obligations herein shall have no effect on, nor restrict the use of Confidential Information which:
- (i) was already rightfully in the possession of the RECIPIENT or its consultants or advisors as of the time of disclosure, as shown by written records;
 - (ii) the RECIPIENT hereafter develops independently of Confidential Information disclosed by or on behalf of the COUNTY;
 - (iii) was received from a third party having a right to disclose it;
 - (iv) becomes known or available to the public or to the trade without fault of the RECIPIENT; except that even in any such instance the RECIPIENT shall not disclose any correlation between Confidential Information and any unrestricted information;
 - (v) is otherwise required to be disclosed by applicable law, court order, subpoena, or other legal process, provided that the RECIPIENT who is required to make disclosures gives the COUNTY notice of such disclosure so that the COUNTY who owns the Confidential Information may seek an injunction or take other legally permitted actions to protect the confidential nature of the Confidential Information after disclosure in accordance with any applicable law or regulation.

III. ASSIGNMENT. RECIPIENT will not assign or in any manner transfer this Agreement, or any part or parts thereof, or interest herein, without prior written consent of the County. Any unauthorized assignment or transfer will be considered a breach of this Agreement and result in the cancellation of the Agreement at the County's discretion. If the Agreement is not cancelled, the assignment shall be deemed null and void. Consent by the County to one or more assignments of this Agreement will not operate to extinguish the County's rights under this Article. The sale of fifty percent (50%) or more of the capital stock of the RECIPIENT (if the RECIPIENT is a corporation having less than ten (10) shareholders) will constitute an assignment of this Agreement within the meaning of this Article.

IV. NO RIGHTS CONFERRED. RECIPIENT acknowledges that nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed by the COUNTY.

V. NO WARRANTY. None of the Confidential Information that may be disclosed by the COUNTY shall constitute any representation, warranty, assurance, guarantee, or inducement by the COUNTY of any kind. The COUNTY shall not be liable for the accuracy of the disclosed information.

VI. REMEDIES. RECIPIENT acknowledges that its obligations to protect the Confidential Information are essential to the business interests of the COUNTY and that the disclosure of such Confidential Information in breach or threatened breach of this Agreement would cause the COUNTY immediate, substantial, and irreparable harm, the value of which would be extremely difficult to determine. Accordingly, RECIPIENT agrees that, in addition to any other remedies that may be available in law, equity, or otherwise for the disclosure or use of Confidential Information in breach of this Agreement, the COUNTY shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of such breach, in addition to all other remedies, which it may be entitled.

VII. POINTS OF CONTACT. The designated points of contact for controlling the authorized release of the Confidential Information are

For WAYNE COUNTY:

Larry Simmons
CIO
Wayne County IT
415 Clifford, Detroit, MI 48236

Telephone: (313) 224-0832
Fax: (313) 224-5089
E-mail: lsimmons@co.wayne.mi.us

For RECIPIENT:

Name:
Title:
Company:
Address

Telephone:
Fax:
E-mail:

VIII. NOTICES. All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party. Termination notices and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

VII. RETURN OF MATERIALS. Upon the COUNTY's written request, RECIPIENT agrees to promptly return to the COUNTY any materials or documents, whether or not furnished by the COUNTY, containing Confidential Information together with all copies thereof made by RECIPIENT, and to destroy such items stored or archived in any form and deliver to the COUNTY written certification that they have been destroyed.

VIII. TERM; TERMINATION. This Agreement shall be effective as of the date first written above and shall continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information already provided hereunder shall survive for a period of three years from the termination date of this Agreement. The RECIPIENT shall, within twenty (20) days of a written request by the COUNTY, return all Confidential Information, including all copies thereof, to the County or, if so directed by the COUNTY, destroy all such Confidential Information. The RECIPIENT shall also, within ten (10) days of a written request by the COUNTY, certify in writing that it has satisfied its obligations under Articles II and VIII of this Agreement.

IX. GOVERNING LAW. The laws of the state of Michigan shall govern the interpretation of this Agreement as it relates to the specific disclosed Confidential Information.

X. WAIVER OF ANY BREACH. No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

XI. SEVERABILITY OF PROVISIONS. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

XII. MERGER CLAUSE This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

XIII. AUTHORIZATION AND CAPABILITY. The RECIPIENT warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Agreement. It is ready to perform its obligations. The RECIPIENT further warrants that the person signing this Agreement is authorized to do so on behalf of the RECIPIENT and is empowered to bind the RECIPIENT to this Agreement.

ACCEPTED AND AGREED:

The County of Wayne, Michigan

RECIPIENT:

Company Name

Authorized Signature

Authorized Signature

Name

Title

Name

Title

Date

Date

**NONDISCLOSURE AGREEMENT
ATTACHMENT 1**