

**Memorandum of Understanding  
Between the  
Baldwin County Commission and  
The Federal Emergency Management Agency  
Regarding GIS Data Cost, Access and Partnership**

*Original  
Office  
Contracts  
Emerg. Mgmt*

The memorandum of understanding is made by and between the Baldwin County Commission and The Federal Emergency Management Agency (FEMA). The Baldwin County Commission and FEMA (collectively referred to as "parties") hereby acknowledge and agree as follows:

**Introduction**

Following a meeting conducted on January 6, 1997, a Baldwin County Commission GIS Costing and Access Committee, a representative from FEMA and a representative from FEMA's contractor, Taylor Engineering, reached mutual understanding concerning FEMA's use of digital GIS data from the county. A goal of this relationship is the establishment of a long term partnership between the parties.

FEMA is converting the floodplain boundaries from Baldwin County and incorporated areas Flood Insurance Rate Maps (FIRMS) into digital format. FEMA is also publishing a countywide Flood Insurance Study (FIS). The FIRM and FIS will include all flood hazard data for both the incorporated and unincorporated areas of Baldwin County on one set of maps produced from digital files. FEMA will also incorporate updated flood hazard information for various flooding sources into the countywide FIS and FIRM.

The advantages of FEMA using the Baldwin County Digital Geographic Database are that the Baldwin County FIRM will be published using the same base map as other county map products, that the flood hazard data will be plotted to maintain the correct relationship to the Baldwin County base map features, and local users will see maps on the same base map they are accustomed to using.

**Mutual Points of Understanding**

1. The parties recognize and acknowledge that the availability of information to be provided by the Baldwin County Commission for use by FEMA is contingent upon the actions of third parties and any and all responsibilities or obligations hereunder are contingent upon the availability of that information to the Baldwin County Commission.
2. The base map data shall be provided for use by FEMA at no cost or nominal cost (i.e., the cost of media).
3. FEMA shall have a right to retain a copy of the digital data requested from the county for this use.

4. FEMA shall have the right to print and distribute unlimited numbers of hardcopy FIRM's using data from the Baldwin County Digital Geographic Database.
5. The parties acknowledge and agree that the Baldwin County Commission has a proprietary interest in the digital data provided to FEMA under this agreement. Consequently, it is agreed by and between the parties that FEMA and any of its contractors and sub-contractors shall not sell, distribute, reveal or communicate in any fashion to third parties any information coming to it as a result of this agreement without the express written consent of the Baldwin County Commission.
6. The information contained in the digital distributed by the Baldwin County Commission is derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the County Geographic Database. Additionally, the Baldwin County Commission or any agent, servant or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form.
7. The Baldwin County Commission agrees to provide for use by FEMA planimetric information including but not limited to roads, road names, streams, railroads, airports, any flood control structures, and political boundaries; if the files contain any flood hazard information from the effective FIRM's and Flood Boundary and Floodway Maps for Baldwin County, this information should be included.
8. Digital data will be provided in Arc Info E00 export format on 8 mm tape.
9. Delivery areas and dates concur with the data availability schedule by Woolpert at the January 6, 1997 meeting.
10. Data will be provided for use by FEMA contractors Taylor Engineering, Inc., 9086 Cypress Green Drive, Jacksonville, Florida 32256, Attn.: Terrence Hull, P.E. and Dewberry & Davis, 8401 Arlington Boulevard, Fairfax, Virginia 22031, Attn.: Sue Hoegberg.
11. FEMA agrees to provide, at no cost, soils data being digitized by Taylor Engineering, Inc.
12. FEMA agrees to provide, at no cost, stream gauge data gathered by Taylor Engineering, Inc.
13. FEMA agrees to provide, at no cost, digital FIRM's and FIS being developed by FEMA and Taylor Engineering, Inc., and Dewberry & Davis.

**Terms of Memorandum of Understanding**

This Memorandum of Understanding shall commence on the date it is approved by both the Baldwin County Commission and FEMA and shall remain in effect indefinitely. This agreement may be terminated by either party upon 30 day's written notification thereof to the other party.

IN WITNESS WHEREOF, this Memorandum of Understanding serves to document an understanding between the Baldwin County Commission and FEMA with respect to establishing a GIS partnership regarding data access and cost. The parties hereto have executed this Memorandum of Understanding on the day and year of the last date of signature below:

Passed by the Baldwin County Commission

this 8<sup>th</sup> day of April, 1999.

Frank Burt, Jr.  
Frank Burt, Jr., Chairman, Baldwin County Commission

Passed by FEMA

this 28<sup>th</sup> day of June, 1999.

Matthew B. Miller  
Matthew B. Miller, P.E.  
Chief, Hazards Study Branch  
Mitigation Directorate  
Federal Emergency Management Agency