

Appendix A

REQUEST FOR INSPECTION AND COPYING OF PUBLIC RECORDS

Date of Public Record Request: _____

Requester's Name: _____

Address: _____ City, State and Zip Code: _____

Daytime Phone: _____ Evening Phone: _____

Email (optional): _____

Title of Requested Record: _____

Please describe below the record(s) you are requesting. Any additional information will help us locate them as quickly as possible:

Is this request for (please circle one) Inspection or Copying of public records?

If you are requesting copies of public records please fill out the following:

of copies/scans _____ Type of copy (please circle one): B&W or Color
Paper size (please circle one): Letter Legal 11x17 Other _____

How would you like the copies of public records delivered: _____

Although the records I am requesting may be deemed to be "public records" within the meaning of Chapter 22, Code of Iowa, I understand that my use of this information must comply with all local, state and federal laws including but not limited to laws relating to privacy, harassment, discrimination, debt collection, libel, slander and tort. Misuse of said information by me in violation of the law is exclusively my responsibility. The City of Oskaloosa denies any and all responsibility for how this information is used by me. If any third party makes a claim against the City of Oskaloosa for misuse of this information attributable to me, the City of Oskaloosa shall pursue all available legal remedies against me. I certify that I may be charged for costs related to the inspection/copying of public records, and the records will not be released to me without payment.

Signature of Requester: _____

Legal deadline to complete request, maximum of ten (10) business days: _____

City Clerk Signature (indicating request completion): _____ Date: _____

FOR CITY STAFF USE ONLY

Fee Schedule:

Number of copies:

Number of pages:

Staff time:

Per page charge:

Total Charge: \$

Created: 03/10

Notes:

APPENDIX B

DIGITAL DATA LICENSING AGREEMENT

City of Oskaloosa
220 Market Street
Oskaloosa, Iowa 52577
Phone: 641-673-9431 - Fax: 641-673-3047
www.oskaloosaiowa.org

THIS AGREEMENT is a license and is made and entered into by and between the City of Oskaloosa (hereafter referred to as "City") and _____ (hereafter referred to as "User") for the use of digital data products from the City.

WHEREAS, the City is the developer of the products specified in the agreement with the right to license and distribute the Product, and

WHEREAS, the User desires a license to use the Product and the City desires to grant such a license to the User for the sole purpose of permitting the user to use the Product in its business activity and for no other purpose whatsoever;

NOW, THEREFORE, in consideration of mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

I. LICENSE AND USE TERMS

- A. Reproduction or redistribution of Licensed Data Sets or products is forbidden except as expressly provided as follows:
 - 1) The User may make internal copies of the Product solely for the purpose of supporting the User in its business activity;
 - 2) The User may make hard copies of the product solely for the purpose of supporting the User in its business activity. This shall not restrict the User from making hard copies for public and non-commercial use.
 - 3) The User may translate the Product into other digital formats. These "conversions" shall be subject to the same restrictions as the product under this Agreement.
- B. The User shall not sell, loan, rent, assign, distribute or otherwise transfer the Product in any digital form or format to another User.
- C. All licensed datasets are copyrighted original works. They are licensed for use, not sold, and may not be resold or distributed in any manner except as specified or set forth herein. The City and its co-producers reserve all rights of authorship granted under United States and International copyright laws and agreements.

II. WARRANTY

A. No Warranty

- 1) The City disclaims any warranties, express or implied, respecting this agreement or Product, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose arising out of or in connection with this agreement.
- 2) The product is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User.
- 3) The User acknowledges and accepts the limitations of the Product, including the fact that the Product is dynamic and is in a constant state of maintenance, correction and update.
- 4) The City shall not be responsible for delays or inability to service or deliver, caused directly or indirectly by strikes, accidents, climatic conditions, or other reasons of similar nature beyond its control.

B. Liability

- 1) The City shall not be liable for any activity involving the Product.

C. Remedy

- 1) User's sole and exclusive remedy for defective delivery media will be to return the Product within sixty (60) days of receipt.
- 2) The City shall, at its discretion, retain the returned Product and refund the fee for the Product, or replace the Product, or repair the Product and return it to the User.

III. TERM

- A. The term of this agreement shall not be restricted to time except as set forth in paragraph (B) below and shall commence the date the agreement is executed.
- B. The term of the license shall expire at such time the User discontinues use of the Product, or the User fails to comply with any of the terms and conditions provided herein at which time the license shall be revoked. The license shall be revoked by the City by giving written notice of such revocation to the User.

IV. TERMINATION

- A. Upon termination the User shall return all copies of the Product to the City or destroy all copies, in part and in whole, as directed by the City.

V. PAYMENT

- A. Payment of fees shall be required before the release of digital data products. The fee for this product shall be established in Attachment C. The fees listed in Attachment C are subject to change without notice.

VI. GENERAL

- A. The parties agree and stipulate that in the event of a dispute, jurisdiction shall reside in the State of Iowa, and this agreement will be governed and controlled by the laws of the State of Iowa.
- B. If any provision(s) of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

This agreement is subject to the terms and conditions set forth above and supersedes any prior agreement. In addition, the User agrees to hold any independent contractor to the same terms. This instrument, and any and all attachments and addendum's, contains the entire agreement between the parties, and no statement, promises, or inducement by either party or agent of either party that are not contained in this written contract shall be valid or binding.

USER: _____

Name/Title: _____

Signature: _____ Date: _____

Licensed Data Set(s) requested: _____

Mailing Address: _____

Phone Number: _____ Fax: _____

CITY OF OSKALOOSA

Name/Title: _____

Signature: _____ Date: _____