

HARNEY COUNTY GIS DATA LICENSING AGREEMENT (TERMS AND CONDITIONS)

This agreement is a license and is made and entered into by and between the LICENSED USER, hereinafter called "USER", and Harney County.

WHEREAS, Harney County is the designer and developer of product(s) specified in the agreement (hereinafter referred to as "PRODUCT") with the right to license and distribute the PRODUCT; and

WHEREAS, the USER is an individual, an organization, a corporation, a government entity or a member of a joint venture who will make lawful use of the PRODUCT in its business activity; and

WHEREAS, the USER desires a license to use the PRODUCT and Harney County desired 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 the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. PRODUCT

1.1 Licensed PRODUCT(s). This license applies to the PRODUCT(s) as listed on the reverse side hereof.

1.2 Grant of License. For and in consideration of the USER's covenant to make payments under Section 5 and the performance of the other covenants and obligations of the USER hereunder, Harney County hereby conveys to USER a non-exclusive license to the PRODUCT.

2. USE

2.1 Permitted Use. This license is granted for the sole purpose of permitting the USER to use the PRODUCT in its lawful business activity and for no other purpose whatsoever.

2.2 Restrictions on Use.

(a) Unauthorized Use. USER shall not use the PRODUCT on behalf of any other person or organization or the user shall not allow access to the PRODUCT by any other person or organization (including, but not limited to, networks, Internet, Intranets, timesharing, or multiple CPU arrangements) unless authorized in writing by Harney County.

(b) Copies. USER shall not duplicate the PRODUCT except for the following:

1. USER may make copies of the PRODUCT for protection purposes as long as the USER agrees not to use the backup copy for any purpose other than to replace original data if lost or damaged.

2. USER may translate the PRODUCT into other formats and/or media. These "reformats" shall be subject to the same restrictions as the PRODUCT under this agreement.

2.3 Reserved Rights. Harney County shall retain all rights, title and interest in the PRODUCT, including the right to license the PRODUCT's covered by this license to other USERS.

3. MAINTENANCE OF DIGITAL DATA

3.1 Data Update. Harney County agrees to supply a data update service for digital data for an additional fee, see Harney Counties published fee schedule. Harney County will provide updates in its then current format.

4. TERM

4.1 The term of this agreement shall not be restricted as to time, except as set forth in 4.2 below, and shall commence the date the agreement is executed.

4.2 The term of the license shall expire at such time as the USER discontinues use of the PRODUCT, unless 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 Harney County giving written notice of such revocation to the USER.

5. PAYMENT

5.1 Time for Payment. Initial payment of fees shall be made at the time the license is granted

5.2 Unpaid Fees. Any fees remaining unpaid more than 30 days after the date they are due shall be subject to an interest charge of 1% per month until paid.

6. DELIVERY

Harney County shall deliver the PRODUCT to USER pursuant to the following conditions:

(a) Harney County shall package, ship and deliver the PRODUCT to the USER at the address specified in the agreement or a designated alternate address.

(b) Harney County shall not assume any liability for shipment of the PRODUCT.

(c) The carrier shall not be considered an agent of Harney County.

(d) Harney County shall choose the method of delivery in the absence of prior shipping instructions.

(e) Dates specified for delivery of the PRODUCT shall be postponed automatically if Harney County is prevented from meeting those dates by any causes beyond its reasonable control.

7. WARRANTY

7.1 Limited Warranty

(a) Harney County's GIS data contained in this product is collected from the regions Federal, State, and Local governments for general planning purposes and Harney County therefore does not warrant the accuracy of data originated by these jurisdictions. Harney County has collected and is maintaining these data to meet the accuracy requirements of a broad-scale land information system. Therefore, the level of accuracy is deemed adequate for regional planning purposes only.

(b) Harney County shall use its best efforts to ensure that the PRODUCT is delivered free of physical defect.

(c) Harney County shall have the sole authority to determine whether the PRODUCT, at the time of delivery, was free of physical defect.

(d) Harney County disclaims any other warranties, express or implied, respecting this agreement or the PRODUCT.

7.2 Remedy

(a) USER's sole and exclusive remedy for breach of this limited warranty will be to return the PRODUCT within 60 days of receipt.

(b) Harney County shall, at its discretion, retain the returned PRODUCT and refund the fee for the license, or replace the PRODUCT, or repair the PRODUCT and return it to the USER.

8. ASSIGNMENT AND TRANSFER

USER shall not disclose, lease, sell, distribute, make, transfer or assign the PRODUCT or engage in any other transaction, which has the effect of transferring the right of use or part of the PRODUCT without prior written consent of Harney County.

9. LIABILITY

Harney County shall not be liable for any activity involving the PRODUCT with respect to the following:

(a) Lost profits, lost savings or any other consequential damages.

(b) The fitness of the PRODUCT for a particular purpose.

(c) The installation of the PRODUCT, its use or the results obtained.

(d) Any foreseeable or unforeseeable damages.

10. TERMINATION

10.1 USER Rights. Upon the revocation of this license, the rights of the USER shall cease.

10.2 Return of the PRODUCT and Copies. The PRODUCT and any copies of the PRODUCT shall be returned to Harney County immediately if revoked.

11. MISCELLANEOUS

11.1 Applicable Law: Venue. This license shall be constructed and interpreted under and pursuant to the laws of the state of Oregon. The parties agree that venue for any action or claim arising out of or in connection with this license shall be in the Circuit Court for Harney County, Oregon.

11.2 Invalidity. If any term or provision of this license or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this license shall be valid and enforced as written to the fullest extent permitted by law.

11.3 Entire Agreement. This license contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement or promise made by any party hereto, which is not contained herein, shall be binding or valid.

11.4 Authority. Persons whose signatures appear as "LICENSED USER" on the reverse represent that they are authorized to do so and represent and warrant that this licensing agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

Signature:

Date:

GIS Data Sharing Policy

Federal Agencies - Fees may be waived for Federal agencies that are interested in the limited GIS Tax Lot layer (ORMAP Goal 2 Data). The data provided will typically be used to support individual federal projects or to address emergency situations. Very limited assessors data will be provided. The distribution of data will be controlled by intergovernmental agreements that are in effect between Harney County and individual federal agencies. The release of data, will be accompanied by the County's standard Harney County GIS Data Request Form and GIS Data License Agreement document.

State of Oregon Agencies - Fees may be waived for State of Oregon agencies that are interested in the limited GIS Tax Lot layer (ORMAP Goal 2 Data). The data provided will largely consist of Framework Data from which statewide GIS data themes can be developed. Very limited assessors data will be provided. The release of data, will be accompanied by the County's standard Harney County GIS Data Request Form and GIS Data License Agreement document. The agreement prohibits state agencies from distributing county data to other parties unless otherwise stipulated in the Intergovernmental Agreement.

Private firms and Non-Profit Organizations - GIS information shall be available for licensing to non-profit agencies and private firms. Charges for the GIS data shall be consistent with the current price sheet summary. The release of data, will be accompanied by the County's standard Harney County GIS Request Form and GIS Data License Agreement document. The document dictates the permitted uses of the data, restrictions on the use of the data including prohibiting the redistribution of the data, and standard legal disclaimers, warranties, and liability considerations.

PRICE SHEET SUMMARY

GIS SERVICES

Custom analysis of data and the generation of maps and data tables are available. Complete the 'Custom Request' form to describe the parameters and specifications for the request. The cost for custom requests is based upon complexity and staff time. There will be an hourly rate of \$35.00/hour with a minimum time of one hour for each request.

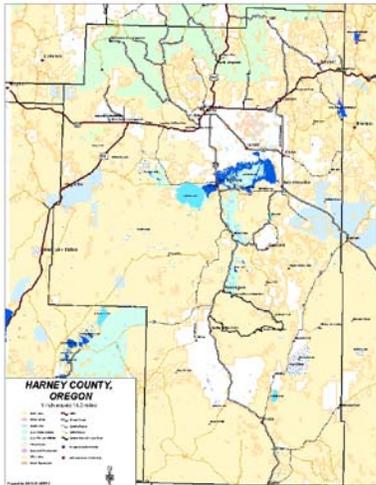
MAP PRODUCTS PRICES

A suite of preprinted maps is available which, in most cases, can be picked up same day from the GIS Department. See "Available Preprinted Maps List" for available maps and fees.

DIGITAL DATA

Individual GIS data layers are available in a Shapefile format. See the "Available Data List" for available data. *(For special requests there will be an additional hourly rate of \$35.00/hour with a minimum time of one hour for each request.)*

Base fee (per layer) \$50.00
Update \$35.00



Full Data Set Package

Data is available in a Geodatabase format. Includes layers listed on "Date List".

Base fee \$500.00
Update \$200.00

Real Estate Package

Data is available in a Shapefile format. Package includes countywide zoning layer and tax lot layer with assessor's data. Our current tax lot data maybe up to 4 months old.

Base fee \$400.00
Update \$75.00

Countywide Tax Lot Layer

Data is available in a Shapefile format. Countywide tax lot layer includes the assessor's data table. Our current tax lot data maybe up to 4 months old. *(For special requests there will be an additional hourly rate of \$35.00/hour with a minimum time of one hour for each request.)*

Base fee \$350.00
Update \$50.00

County Assessors Tax Lot Database

Assessors tax lot information in an Access or Excel format.

Base fee \$50.00
Update \$35.00

GIS DATA LIST

Data in StatePlane Oregon South, FIPS 3602, NAD83

DATA FORMAT

Shapefile Geodatabase Data Table

TRANSFER METHOD

FTP Site Email _____

Address point, Point Feature. SITUS Address Locations of dwelling. Common places and business locations.

Airstrips, Polygon Feature, Airstrips in the County

Byway, Arc Feature, Harney County Byways and Tour Routes.

City limits, Polygon Feature, City limit boundary for the city of Burns and Hines. Created from Township Taxcodepoly. Selected City tax district 1-1 and 30-1.

City UGB, Polygon Feature, Urban Growth Boundary for the city of Burns and Hines.

Entpzone, Polygon Feature, Perimeter of Burns, Hines, and Airport District enterprise zone.

School Grounds, Polygon Feature, Harney County School Grounds.

Streets, Arc Feature, Burns-Hines area streets.

Subdivision, Polygon Feature, Harney County Partition Plats and Subdivisions. Incomplete, does not include all plats and subdivisions.

Tax Code, Polygon Feature, Countywide taxing code area and school district boundaries.

Town Sites, Harney County Platted Town sites.

Tax Lots, Polygon Feature, County Tax Lot Layer.

Zip Code, Polygon Feature, Harney County Zip Codes

Zoning, Polygon Feature, Land Use Zoning for Harney County, city of Burns, and city of Hines. Attributes include CODE -gives the zoning code, LOCATION- tells the agency, DEFINITION- describes what the code means