



APR 03 1997

INTERAGENCY DATA LICENSE AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and the COUNTY OF SPOKANE, a political subdivision of the State of Washington (jointly referred to as "City/County"), and the Spokane Transit Authority, a Washington municipal corporation, having offices for the transaction of business at 1230 West Boone, Spokane, Washington 99201-2686 (referred to as "Licensee").

The parties agree as follows:

1. LICENSE The City/County grants to the Licensee a non-exclusive, non-transferrable license to use the GIS digital data layers as designated in Attachment A, and hereby incorporated by reference, subject to the terms and conditions of this agreement.

2. LICENSE FEE. Upon delivery of the GIS digital layers, the Licensee shall pay a license fee to the Licensor as provided in the attached License Fee Schedule, designated as Attachment A, and hereby incorporated by reference.

3. TERM. This agreement shall commence upon execution by all parties and continue until terminated. Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party. Failure of the Licensee to comply with this agreement may result in immediate termination of the agreement at the sole discretion of the City/County.

4. USE OF GIS DIGITAL DATA.

A. The GIS digital data layers may be used by the Licensee for its internal use, provided that it does not violate any state law restrictions. The GIS digital data layers are provided only for use in a computerized record keeping system or for study maps to depict the approximate location of existing and proposed facilities.

5. RESTRICTIONS ON USE.

A. The GIS digital data layers shall not be duplicated or copied except for archival purposes, program error verification, or to replace defective media.

B. The GIS digital data layers shall only be operated on computers under the control of the Licensee.



C. Except as otherwise provided, no copy of the GIS digital data layers shall be sold or transferred to a third party without the prior consent of the City/County. This license agreement shall not be assigned, sublicensed, or otherwise transferred by the Licensee without the prior consent of the City/County.

6. TITLE. Except as otherwise provided, the City/County do not transfer any right, title, or interest in the GIS digital data layers to the Licensee.

7. FUTURE RELEASES. The City/County do not guarantee that any future releases of the same data will be in the same format nor even that the data will be available for release.

8. WARRANTY. The GIS digital data layers are provided "AS IS", without any warranty of any type whether express or implied, including any warranties of merchantability or fitness for a particular purpose.

The data contained in GIS digital data layers is subject to constant change and its accuracy cannot be guaranteed. The City/County does not warrant that the functions contained in the GIS digital data layers will meet the requirements of the Licensee or that the operation of GIS digital data layers will be uninterrupted or error free, or that any City/County's GIS data defects will be corrected.

9. LIABILITY.

A. The Licensee assumes the entire risk, including quality, performance, and usefulness of any data requested.

B. The City/County will not be liable in any event for any damages resulting from loss of data, loss of profits, loss of use of layers or any incidental or consequential damages, even if advised of the possibility of such damage. This limitation of the City/County's liability will apply regardless of the form of action, whether in contract or tort.

C. The Licensee shall indemnify, defend, and hold harmless the City/County, their officers, employees, and agents from any and all claims, actions, damages or injuries of any kind and nature whatsoever, by or to any and all persons or property, arising directly or indirectly from this agreement.

10. TERMINATION



- A. **USER Rights.** Upon the termination of this license, the rights of the User shall cease.
  
- B. **Return of the GIS Digital Layers and Copies.** The GIS Digital Layers and any digital copies shall be returned to City/County within 30 days from the date this license is terminated.

C. CITY OF SPOKANE



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12/04/1996 10:14A  
Spokane Co. WA

By: *Bill Fyne*  
Acting City Manager

Attest: *Kim Chase*  
Acting City Clerk

DATED this 25th day of November, 1996.

Approved as to form:

*A. Burns*  
Assistant City Attorney

SPOKANE COUNTY

Approved as to form:

By: *Victor Burkhalter*  
Information Systems Director

DATED this 13 day of August, 1996.

Spokane Transit Authority

By: *R. H. [Signature]*



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Spokane Co. WA

Title: Executive Director

DATED this 12<sup>th</sup> day of August, 1996.



**LICENSE FEE SCHEDULE**

<u>Layer Name</u>	<u>Resolution</u>	<u>Jurisdiction</u>	<u>Attachment Date</u>	<u>License Fee*</u>
Bus Routes	Multiple Scales	County Wide	8/14/1996	\$0.00
County Boundary	Multiple Scales	County Wide	8/14/1996	\$0.00
Hydrology	Multiple Scales	County Wide	8/14/1996	\$0.00
Municipal Boundaries	Multiple Scales	County Wide	8/14/1996	\$0.00
Zipcodes	Multiple Scales	County Wide	8/14/1996	\$0.00
Road File	Multiple Scales	County Wide	8/14/1996	\$0.00
PTBA	Multiple Scales	County Wide	8/14/1996	\$0.00
			<b>Total</b>	<b>\$0.00</b>

\*The standard license fee for the City/County GIS Road File is \$1500.00. The City of Spokane and Spokane County's portion of the GIS Road File license fee (\$1500.00) has been waived as has the County's standard license fee for the Municipal Boundaries (\$50.00) and the Zipcodes (\$50.00). In lieu of these license fees the Spokane Transit Authority agrees to provide Spokane County and the City of Spokane data related to the spatial data that was provided under this scope of work that would be of benefit to both Spokane County or the City of Spokane and STA. Examples of such information are: newly developed data sets (e.g., bus stops, new bus routes, etc.) and any enhancements and/or updates or changes that STA makes to the spatial data (e.g., street network, bus routes, etc.) and its associated attribute information (e.g., address ranges, bus route numbers, street type, etc.)

**Data Format** GIS Digital Data Transfers are provided in Arc/Info. Other special formats are negotiable depending on the City/County software capability and charged on a per hour basis as a custom query. Most important, the client should know that formats other than Arc/Info, such as DXF, have limited attribute handling capability.