

## Data Sharing AGREEMENT/CONTRACT

For and in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

(A) \_\_\_\_\_ ("User") hereby states that I/it am/is the party requesting the product(s) and/or data or information thereon, ("Data"), from the County of Glenn, California, ("County"), as described in Attachment "A", here-in-below, and that this request is made on my/our behalf or as authorized agent on behalf of \_\_\_\_\_.

(B) User in accepting Data from County hereby acknowledges the limitations of such Data and the restrictions on its use:

(1) The Data being provided is intended to comply with the California Public Records Act. User shall not license, re-license, sub-license, assign, release, publish, transfer, sell or otherwise make available any portion of the Data to a third party without the prior express written permission of County. Any manipulation, changes, derivations or other alterations made to the Data by User shall absolve County of any obligation as to the quality or fitness of the Data. Any derivative products produced from County Data may be distributed by user to third parties, but shall be the sole responsibility of User and shall be identified as a derivative including the extent to which the derivative has been changed from the original County data.

(2) The Data which is the subject of this Agreement, and which is generally referred to as geographic information systems or GIS data, has been developed solely for internal use only by County, and County makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Data, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Data provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Data for a particular purpose or use.

(3) County is not responsible for incidental, consequential, or special damages arising from the use of the Data provided to User. User agrees that the Data shall be used and relied upon only at the risk of User. The User and/or successor(s) in interest shall defend, hold harmless and indemnify Glenn County from any claim, action or proceeding against Glenn County and/or its agents, officers and employees, to attack, set aside, void or annul the approval(s) granted by Glenn County concerning this Data or any action relating to or arising out of such use.

(a) User agrees to defend, indemnify, and hold the County harmless as a condition of this MOU and to defend at its sole expense any action brought against the county resulting from this agreement, including any action brought under the California Public Records Act and/or Freedom of Information Act. County may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve User of its obligations under this condition. User will reimburse the County for any Court costs and attorney's fees that the County may be required by a Court to pay as a result of such action.

(b) The User and/or successor(s) in interest shall further indemnify Glenn County and/or its agents, officers and employees from liability for any award, damages, costs and fees, including but not limited to legal fees and costs, incurred by the County and/or awarded to any plaintiff in any action arising out of procuring, compiling, collecting, interpreting, producing or communicating the Data which is the subject of this Agreement, challenging the validity of this Data or any environmental or other documentation related to use of this

Data. User and/or successor(s) in interest further agree to provide a defense for the County in any such action.

(4) User agrees at the time the request for Data is made to pay County the then current rates adopted by Glenn County as listed on the Glenn County Master Fee schedule, and any required taxes relating to this purchase.

(5) User warrants and represents to County that he/she/it has full power, right, and authority to enter into, and where applicable, to act as agent for \_\_\_\_\_, and to be bound to perform all the terms and conditions pursuant to this request for Data.

(6) This Agreement embodies the entire agreement between the parties. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the parties. This Agreement is not assignable under any circumstances whatsoever. All of the terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions or amendments to the Data which are the subject of this Agreement.

(7) User shall immediately notify County in writing of any and all defects, errors, inaccuracies or any other problems with the Data discovered by User.

In witness whereof, the parties hereto have executed this Agreement this

      **day of**      , \_\_\_\_\_.

User:

By: \_\_\_\_\_

COUNTY OF GLENN, STATE OF CALIFORNIA

By: \_\_\_\_\_

**This contract has been Approved as to Form by Glenn County Counsel.**

ATTACHMENT "A"

Requesting Party:

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Granting Party:

County of Glenn, California, 777 North Colusa St, Willows, California 95988

**GIS Files requested:**

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