

**REGIONAL PARCEL DATA SHARING AND DISTRIBUTION
AGREEMENT
FOR PUBLIC PARTIES**

BETWEEN THE

**METROPOLITAN COUNCIL AND THE COUNTIES OF ANOKA, CARVER,
DAKOTA, RAMSEY, HENNEPIN, SCOTT, AND WASHINGTON**

(JANUARY 1, 2004 TO DECEMBER 31, 2008)

Notes to the reader:

Main Agreement and Appendix A:

The following-described contact information for the parties is not included in the October 7, 2004 version of agreement as executed by the parties. This information was not available at the time the document was executed. The parties have since been provided this information in a separate memorandum:

1. Section 6.04 of the main agreement (page 7): the Authorized Representative and corresponding contact information for the Metropolitan Council, Hennepin County and Scott County were added.
2. Sections 6.05 of the main agreement (page 8) and 5.04 of Appendix A (page 17): full contact information for the Hennepin County liaison and the telephone number for the Anoka County liaison were added.

Appendix B

As approved by the parties on January 26, 2005.

REGIONAL PARCEL DATA SHARING AND DISTRIBUTION AGREEMENT FOR PUBLIC PARTIES BETWEEN THE METROPOLITAN COUNCIL AND THE COUNTIES OF ANOKA, CARVER, DAKOTA, RAMSEY, HENNEPIN, SCOTT & WASHINGTON

THIS AGREEMENT ("Agreement") is entered into by and between Anoka, Carver, Dakota, Ramsey, Hennepin, Scott and Washington Counties (collectively referred to as "Counties"), each a body corporate and politic, and the Metropolitan Council ("Council"), a Minnesota political subdivision.

WHEREAS, the Council and Counties participate in MetroGIS and support the objectives of MetroGIS by sharing data regionally with Public Parties; and

WHEREAS, the Council has provided financial, technical, data assembly and distribution support for MetroGIS since 1995; and

WHEREAS, the Council has developed datasets and made them available to the Counties and other Public Parties at no charge; and

WHEREAS, the Counties have independently developed, with a significant expenditure of public funds, their own geospatial datasets, each of which has commercial value; and

WHEREAS, the Counties have provided the Council with their respective geospatial datasets subject to certain licensing, copyright and distribution restrictions; and

WHEREAS, pursuant to Minnesota Statute section 471.59, the Counties and the Council desire to enter into a cooperative agreement regarding the Council's use of the Counties' Parcel Data and the Council's distribution of the Regional Parcel Dataset to Public Parties/Third Party Users.

NOW THEREFORE, the Counties and the Council agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following terms shall mean:

1.01 "*Academic Interest*" means an accredited college or university or any other institution of higher education in the United States.

1.02 "*DataFinder*" means an Internet-based application (www.datafinder.org), supported by the Council on behalf of the MetroGIS community.

1.03 "*Endorsed Regional Dataset*" means a geospatial dataset that provides a standardized solution to common geospatial information need(s) of the MetroGIS community which is endorsed by MetroGIS and which includes data specifications, custodial roles and responsibilities, and acceptance of custodial roles by willing and capable custodian(s).

- 1.04** *"Geographic Information System (GIS)"* means a system capable of storing and processing geospatial data to analyze and display geographic relations between people, places, and things on the earth's surface.
- 1.05** *"Geospatial Data"* means electronic data used in a GIS which exist in one of three forms: (1) graphic data (e.g., parcel boundaries, street centerlines and planimetric data captured from aerial imagery such as building footprints, curb lines and contour elevations); (2) nongraphic or attribute data (e.g., tabular records that can be associated with graphic data); or (3) digital imagery or raster data.
- 1.06** *"Governmental Interest"* means all local, regional, state and federal governmental jurisdictions, including their respective political subdivisions, in the United States.
- 1.07** *"Public Party License"* means the Public Party/Third Party User Regional Parcel Dataset License attached and incorporated herein as Appendix B, as may be subsequently amended by the parties hereto.
- 1.08** *"Licensed User"* means a Public Party/Third Party User that has properly executed the Public Party License and the Council in the case of the User and Distribution License.
- 1.09** *"Licensor"* means the Counties with respect to the User and Distribution License and the Metropolitan Council with respect to the Public Party License.
- 1.10** *"MetroGIS"* means a regional geographic information systems initiative serving the seven-county Minneapolis-St. Paul (Minnesota) metropolitan area. It provides a regional forum to promote and facilitate widespread sharing of geospatial data. MetroGIS is a voluntary collaboration of local and regional governments, with partners in state and federal government, academic institutions, nonprofit organizations, and businesses.
- 1.11** *"Parcel Data"* means a form of Geospatial Data created and maintained by the Counties comprised of parcel boundary and associated parcel attribute data that are components of the Regional Parcel Dataset.
- 1.12** *"Policy Board"* means the policy-setting body for MetroGIS, comprised of twelve officials representing counties, cities, schools, watershed districts and the Council.
- 1.13** *"Public Parties" or "Public Party"* means Governmental Interest(s) and Academic Interest(s) as defined herein.
- 1.14** *"Regional GIS Project"* means a MetroGIS project to enhance the completeness, documentation, or accuracy of an Endorsed Regional Dataset, develop a regional dataset to address a Policy Board endorsed priority common information need, or develop or enhance a geospatial application that enhances access to data which addresses a priority information need endorsed by MetroGIS.

- 1.15** *"Regional Parcel Dataset"* means an endorsed regional dataset or subset thereof comprised of Parcel Data provided by the Counties and distributed to Licensed Users by the Council. Policies governing the Regional Parcel Dataset are published at <http://www.metrogis.org/data/datasets/parcels/index.shtml#standards>.
- 1.16** *"Third Party User"* means a separately licensed third party authorized on behalf of the Public Party to have access to the Regional Parcel Dataset for the Public Party's internal business or organizational purposes.
- 1.17** *"User and Distribution License"* means the User and Distribution License for Parcel Data and Regional Parcel Dataset attached and incorporated herein as Appendix A, as may be subsequently amended by the parties hereto.

II. LICENSED DATA USE AND DISTRIBUTION

- 2.01** *Access to and Updates of Parcel Data.* The Council shall have access, pursuant to execution of the User and Distribution License attached and incorporated herein as Appendix A, to each County's Parcel Data, exclusive of property line dimensional data (1) for its own internal business use consistent with all terms and conditions of the Use and Distribution License as a Licensed User like any other Public Party; and (2) for distribution as Licensor to Public Parties and Third Party Users pursuant to a properly executed Public Party License. The Counties shall provide Parcel Data updates to be incorporated by the Council into the Regional Parcel Dataset according to a schedule agreed to by MetroGIS, the Council, and the Counties
- 2.02** *Authorized Distribution.* The Council is authorized by each of the Counties as Licensor to distribute the Regional Parcel Dataset to each Licensed User that meets the terms and conditions of this Agreement, including Appendices A and B. Once the online license application procedure is approved by all the Counties and Council pursuant to Section 4.03, the Council may discontinue issuance of the paper license version of Appendix B.
- 2.03** *Data Development Fee Waiver.* For the purposes of the distribution of the Regional Parcel Dataset to Licensed Users pursuant to this Agreement, the Counties agree that the Council may provide access to the Regional Parcel Dataset free of charge to each Public Party or Third Party User that has properly executed a Public Party License.
- 2.04** *Reproduction and Distribution.* Unless the parties agree otherwise, the Council shall provide for the electronic distribution of the Regional Parcel Dataset via DataFinder or comparable distribution mechanism at no charge to Public Parties and Third Party Users meeting the terms and conditions of, and executing, the Public Party License provided by the Council pursuant to this Agreement. The Council may distribute all or a portion of the Regional Parcel Dataset to Licensed Users via other media, such as CD-ROM.

- 2.05** *Reservation of Rights.* Each County shall retain all right, title and interest in its respective Parcel Data incorporated into the Regional Parcel Dataset. Nothing herein is intended to limit the right of the Counties to license, sell or otherwise distribute their individual Parcel Data.
- 2.06** *Notices.* The Council shall promptly forward to the appropriate Counties' Authorized Representatives any written correspondence from a Licensed User pursuant to the Public Party License.

III. COUNCIL FUNDING TO COUNTIES AND DATA SHARING COMMITMENTS

- 3.01** *Council Funding Commitments.* For 2004, a lump sum payment of \$7,000 shall be made by the Council to each County, upon receipt of an invoice, to support a common Regional GIS Project, as well as to compensate the Counties for custodial roles and responsibilities undertaken for the benefit of the MetroGIS community. The common Regional GIS Project is intended to implement procedures for each County necessary to support an expanded number of Regional Parcel Dataset attributes per MetroGIS Policy Board action in 2004. Collaboration on the part of the Counties is encouraged to standardize procedures to the extent practical.

In 2005 through 2008, \$28,000 annually shall be provided by the Council to be evenly distributed upon receipt of invoices to the Counties (\$4,000 to each) to perform Regional Parcel Dataset custodial roles and responsibilities endorsed by the MetroGIS Policy Board. These funds may also be used to foster GIS user group activities. Any additional funding for Regional GIS Projects, if available from the Council, will be governed and allocated via project-specific agreements between the affected parties.

- 3.02** *County Commitments.* Each County agrees to continue to support MetroGIS objectives including:
- (1) Making its Parcel Data and metadata available to Licensed Users through the Council in accordance with the terms of this Agreement and the Public Party License;
 - (2) Performing custodial roles and responsibilities with respect to County-generated Data endorsed by the MetroGIS Policy Board;
 - (3) Actively participating in the activities and decision-making of MetroGIS; and
 - (4) Providing annually, upon request by the Council, certain attributes and other land use type data, if maintained by the County, as listed in Section 2.06 of Appendix A. These data are solely for the Council's internal business needs, are subject to the same requirements as provided in the User and Distribution License, and shall not be redistributed.
- 3.03** *Council Data Sharing Commitments.* The Council will continue to make metadata and its Geospatial Data available to the Counties.

IV. AGREEMENT TERM AND CONDITIONS

- 4.01 *Term.*** The term of this Agreement shall commence upon its execution by the Council and all Counties. This Agreement shall remain effective until December 31, 2008 unless extended by amendment or until such time as a County or the Council terminates the Agreement by providing 15 business days written notice to Authorized Representatives set forth in Section 6.04 below to all parties of this Agreement.
- 4.02 *Termination.*** In the instance of a County termination, the terms and conditions of the Agreement shall remain in full force and effect as to all other Counties and the Council. In the event of a Council termination, this Agreement shall terminate as to all Counties. In the event of termination, access and use of the Regional Parcel Dataset already distributed to Licensed Users or distributed to the Council for the Council's own internal business use shall continue. Following termination by the Council, no further Regional Parcel Datasets shall be distributed by the Council. Following termination by a County, requests for a Regional Parcel Dataset by Licensed Users who meet the terms and conditions of this Agreement and the Public Party License shall continue to be honored except the terminating County's Parcel Data shall no longer be included in the Regional Parcel Dataset.
- 4.03 *Amendments.*** The terms of this Agreement may be changed or modified by mutual agreement of the Counties and the Council. Such amendments, changes or modifications shall be effective only upon the execution of written amendment(s) signed by the Counties and the Council. It is the intent of the parties that the Public Party License in Appendix B shall be offered to users for signature as Internet enabled no later than December 31, 2004. Such Internet capabilities will be allowed, provided that they comply with applicable law and are approved by the Counties and the Council.
- 4.04 *Assignment.*** The Council shall not assign, transfer, pledge, or subcontract any distribution rights or obligations under this Agreement without prior written consent of all Counties. In such case, the Council is responsible for holding any subcontracting entities to the same standards of performance for distribution required of the Council by this Agreement.
- 4.05 *Statement of Proprietary Information and Reservation of Title.*** The Counties represent that the Parcel Data provided by the Counties pursuant to this Agreement are the exclusive property of the Counties, including, but not limited to, any and all indexes, assert that the Parcel Data includes commercially valuable information which reflects the efforts of skilled development experts and required the investment of considerable amounts of time and public money, and state that they have treated the Parcel Data as trade secret and confidential information. The Council agrees to treat the Parcel Data as proprietary and trade secret information and to distribute the Regional Parcel Dataset to Licensed Users consistent with the terms and conditions of this Agreement and the Counties' representations and statements about the ownership and nature of the Parcel Data. This Agreement does not effect any transfer of title in or to Parcel Data of the Counties. The Council acknowledges that it is granted only a right to use the Parcel Data and

distribute the Regional Parcel Dataset as permitted by this Agreement and the Use and Distribution License. This right herein is not coupled with an ownership or any other interest, and the Council shall not assert nor cause nor cooperate with others to assert any right, title or interest in the Counties' Parcel Data.

- 4.06** *Secure Handling.* The Council agrees it will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the Parcel Data or Regional Parcel Dataset available to anyone who is not a Licensed User. The Council agrees to immediately notify the Counties by telephone and in writing if the Council becomes aware of any unauthorized copying or sale of the Parcel Data or Regional Parcel Dataset by a Licensed User, its employees, agents or independent contractors. The Council further agrees to guard against unauthorized disclosure by its own employees, agents or independent contractors by taking appropriate security measures including, but not limited to, providing physical security for copies of the Parcel Data and Regional Parcel Dataset and taking all steps the Council takes to protect information, data or other tangible or intangible property of its own that the Council regards as proprietary, confidential or nonpublic. At the request of any County and at the Council's own expense, the Council will use good faith and commercially reasonable efforts to assist the County in identifying any distribution, use, copying, or sale of any Parcel Data or Regional Parcel Dataset by any person or entity in any manner that is contrary to the provisions of this Agreement so long as the County shall have provided the Council with information, or the Council has otherwise acquired information, reasonably justifying the conclusion of the County that such unauthorized distribution, use, copying or sale of the Parcel Data or Regional Parcel Dataset may have occurred.

V. LIABILITY

- 5.01** *Liability.* The Counties' and the Council's liability for claims based on alleged or actual inaccuracies in the individual Counties' Parcel Data or the Regional Parcel Dataset arising from the use of the Regional Parcel Dataset is governed by Minnesota Statutes Chapter 466. Nothing in this Agreement shall be construed as a waiver on the part of the Counties or the Council of any immunities or limits on liability provided by Minnesota Statutes Chapter 466, or other applicable state or federal law. Except for policies agreed to by the parties governing the Regional Parcel Dataset, the Counties' data shall be provided to the Council on an "AS IS" basis and the Counties shall not be required to install, correct, maintain, or support the Parcel Data or any component of the Parcel Data provided to the Council. The Regional Parcel Dataset shall be provided to Licensed Users on an "AS IS" basis and neither the Counties nor the Council shall be required to install, correct, maintain, or support the Regional Parcel Dataset or any component of the Regional Parcel Dataset provided to Licensed Users. Each party to this Agreement shall be responsible for its own errors, acts or omissions to the extent permitted by law. Each party's liability shall be governed by Minnesota Statutes, Chapter 466 or other applicable state or federal law, rule or regulation.

VI. MISCELLANEOUS PROVISIONS

- 6.01 *Audit.*** Any accounts or records associated with the Regional Parcel Dataset shall be audited in the same manner as all other accounts and records of the Counties and the Council, and may be audited, copied or inspected on the Counties’ or the Council’s premises or otherwise by individuals or organizations designated and authorized by the Counties or the Council at any time following reasonable notification during the term of the Agreement and for a period of six (6) years following the expiration or termination of this Agreement, pursuant to Minn. Stat. § 16C.05, subd. 5.
- 6.02 *Merger and Modification.*** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements or negotiations between the parties relating to the subject matter hereof. All items referred to in the Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.
- 6.03 *Non Agency.*** Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other business association of the parties.
- 6.04 *Authorized Representatives.*** The following named persons are designated the Authorized Representatives of parties for purposes of this Agreement. The Authorized Representative shall have only the authority specifically or generally granted by their respective governing bodies. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

<p>Metropolitan Council: Frederick T. Gelbmann or successor GIS Manager 230 East Fifth Street St. Paul, MN 55101</p>	<p>Hennepin County: Scott Simmer GIS Division Manager Department of Taxpayer Services A-2362 Government Center 300 S. 6th St. Minneapolis, MN 55487</p>
<p>Anoka County: John Slusarczyk or successor GIS Coordinator 2100 3rd Avenue Anoka, MN 55303</p>	<p>Ramsey County: David Claypool or successor County Surveyor 50 West Kellogg, Suite 910 St. Paul, MN 55102</p>
<p>Carver County: Dave Drealan or successor 600 East 4th Street Chaska, MN 55318</p> <p>In addition, notification to the County regarding breach or termination shall be provided to the</p>	<p>Scott County: James L. Hentges County Surveyor 600 County Trail East Jordan, MN 55352</p>

<p>Office of the Carver County Attorney, 600 East 4th Street, Chaska, MN 55318.</p>	
<p>Dakota County Gregory J. Konat or Successor Director, Physical Development Division 14955 Galaxie Avenue, Apple Valley, MN 55124</p> <p>In addition, notification to the County regarding breach or termination shall be provided to the Office of the Dakota County Attorney, 1560 Highway 55, Hastings, Minnesota 55033.</p>	<p>Washington County: Jim Schug, or Successor County Administrator 14946 62nd Street PO Box 6 Stillwater, MN 55082</p>

6.05 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by each party to this Agreement. The parties shall promptly inform all other parties in writing, of any change in the designated liaison. At the time of execution of this Agreement the following persons are the designated liaisons:

Unless otherwise designated in writing by the Council or County, the liaisons for purposes of administering this Agreement is:

Metropolitan Council: Randall Johnson
 230 East Fifth Street
 Mears Park Centre
 St. Paul, MN 55101
 Phone No. 651-602-1638
 Fax No. 651-602-1674
 randy.johnson@metc.state.mn.us

Anoka County: John Slusarczyk
 2100 3rd Avenue
 Anoka, MN 55303
 Phone No. (763) 323-5503
 Fax No. (763) 323-5503
 john.slusarczyk@co.anoka.mn.us

Dakota County: Randy Knippel, GIS Manager
Dakota County Office of GIS
14955 Galaxie Avenue,
Apple Valley, MN 55124
Phone No. (952) 891-7080
Fax No. (952) 891-7097
randy.knippel@co.dakota.mn.us

Carver County: Dave Drealan
Planning and Zoning
600 East 4th Street
Chaska, MN 55318
Phone No. (952) 361-1823
Fax No. (952) 361-1828
ddrealan@co.carver.mn.us

Ramsey County: David Claypool
50 West Kellogg
Suite 910
St. Paul, MN 55101
Phone No. (651) 266-2620
Fax No. (651) 266-2615
david.claypool@co.ramsey.mn.us

Scott County: Jim Hentges
600 E. Country Trail
Jordan, MN 55352-
Phone No. (952) 496-8362
Fax No. (952) 496-8365
jhentges@co.scott.mn.us

Washington County: Jane Harper
14946 62nd Street
PO Box 6
Stillwater, MN 55082
Phone No. (651) 430-6011
Fax No. (651) 430-6017
jane.harper@co.washington.mn.us

Hennepin County: William Brown
Hennepin County Surveyor's Office
A703 Government Center
Minneapolis, MN 55487-
Phone No. (612) 348-3143
Fax No. (612) 348-2837
william.brown@co.hennepin.mn.us

- 6.06** *Warranty of Legal Capacity.* The individuals signing this Agreement on behalf of their respective governmental units represent and warrant that they are duly authorized to execute this Agreement.
- 6.07** *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 6.08** *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF the Counties and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date when all parties' authorized representatives have signed this Agreement.

METROPOLITAN COUNCIL

By: _____

Name: _____

Title: _____

Date: _____

**Separate signature page for each county
combined in to a single master document**

APPENDIX A
USE AND DISTRIBUTION LICENSE RELATED TO
PARCEL DATA AND REGIONAL PARCEL DATASET

License No. 0001

WHEREAS, Anoka, Carver, Dakota, Ramsey, Hennepin, Scott and Washington counties (collectively referred to as “Counties”) have independently developed with a significant expenditure of public funds their own county-based Parcel Data; and

WHEREAS, certain of the Counties’ Parcel Data have commercial value and have been maintained by the Counties as trade secrets and/or non-public information as provided by applicable State and Federal law; and

WHEREAS, the Counties, through this User and Distribution License related to Parcel Data and Regional Parcel Dataset (User and Distribution License) desire to make the Parcel Data available to the Council subject to licensing and copyright restrictions and authorize the Council to distribute the Regional Parcel Dataset to Public Parties at no charge, subject to the terms and conditions contained in this License; and

NOW THEREFORE, in consideration of the Counties’ agreement to waive compensation and fees for Public Parties’ and the Council’s agreement to distribute the Regional Parcel Dataset, the Council and Counties agree on the following terms and conditions:

I. DEFINITIONS

- 1.01** “*Academic Interest*” means a college or university or any other accredited institution of higher education in the United States.
- 1.02** “*Counties*” means Anoka, Carver, Dakota, Ramsey, Hennepin, Scott and Washington Counties
- 1.03** “*DataFinder*” means an Internet-based application (www.datafinder.org), supported by the Council on behalf of the MetroGIS community.
- 1.04** “*Endorsed Regional Dataset*” means a geospatial dataset that provides a standardized solution to a common geospatial information need(s) of the MetroGIS community which is endorsed by MetroGIS and which includes data specifications, custodial roles and responsibilities, and acceptance of custodial roles by willing and capable custodian(s).
- 1.05** “*Geospatial Data*” means electronic data used in a GIS which exist in one of three forms: (1) graphic data (e.g., parcel boundaries, street centerlines and planimetric data captured from aerial imagery such as building footprints, curb lines and contour elevations); (2) non-graphic or attribute data (e.g., tabular records that can be associated with graphic data); or (3) digital imagery or raster data.

- 1.06** “*Governmental Interest*” means all local, regional, state and federal governmental jurisdictions including their respective political subdivisions in the United States.
- 1.07** “*License*” means this User and Distribution License Related to Parcel Data and Regional Parcel Dataset.
- 1.08** “*Licensed User*” means the Metropolitan Council for purpose of this User and Distribution License Related to Parcel Data and Regional Parcel Dataset and the Public Party/Third Party User for the Regional Parcel Dataset License.
- 1.09** “*Licensor*” means the Counties for purposes of this User and Distribution License Related To Parcel Data and Regional Parcel Dataset and the Metropolitan Council for purposes of the Regional Parcel Dataset License.
- 1.10** “*MetroGIS*” means a regional geographic information systems initiative serving the seven-county Minneapolis-St. Paul (Minnesota) metropolitan area. It provides a regional forum to promote and facilitate widespread sharing of geospatial data. MetroGIS is a voluntary collaboration of local and regional governments, with partners in state and federal government, academic institutions, nonprofit organizations, and businesses.
- 1.11** “*Parcel Data*” means a form of Geospatial Data created and maintained by the Counties comprised of parcel boundary and associated parcel attribute data that are components of the Regional Parcel Dataset and Section 2.06 data.
- 1.12** “*Public Party*” means a Governmental Interest or Academic Interest and, if applicable, a Third Party User authorized on behalf of the Public Party to have access to the Regional Parcel Dataset.
- 1.13** “*Regional Parcel Dataset*” means an Endorsed Regional Dataset or subset thereof comprised of Parcel Data provided by the Counties to the Council and distributed by the Council in accordance with this User and Distribution License for Parcel Data and Regional Parcel Dataset. Policies governing the Regional Parcel Dataset are published at <http://www.metrogis.org/data/datasets/parcels/index.shtml#standards>.
- 1.14** “*Regional Parcel Dataset License*” means the License attached as Appendix B to the Agreement.
- 1.15** “*Third Party User*” is a third party authorized on behalf of the Public Party to have access to the Regional Parcel Dataset for the Public Party’s internal business or organizational purposes.

II. USE OF PARCEL DATA AND DISTRIBUTION OF REGIONAL PARCEL DATASET

2.01 *Authorized Uses.* The Council is granted a limited, nonexclusive right to have and use the Parcel Data and Regional Parcel Dataset provided the Council complies with and continues to comply with all of the terms and conditions of this License. The Council may use the Parcel Data in the form provided by the Counties for the Council's own internal business or organizational purposes and for distribution as the Regional Parcel Dataset to Public Parties in accordance with the terms of this License and the REGIONAL PARCEL DATA SHARING AND DISTRIBUTION AGREEMENT FOR PUBLIC PARTIES entered into by the Council and the Counties. The Council may have and use the Parcel Data and Regional Parcel Dataset on a corporate-wide basis and may use the Parcel Data and Regional Parcel Dataset on an unlimited number of the Council sites, provided the central processing units on which the Parcel Data and Regional Parcel Dataset is maintained supports only equipment operated by the Council and the Parcel Data and Regional Parcel Dataset is used only for the conduct of the Council's own internal business by the Council's employees or in accordance with the terms of the REGIONAL PARCEL DATA SHARING AND DISTRIBUTION AGREEMENT FOR PUBLIC PARTIES.

2.02 *Authorized Distribution.* The Council is authorized as Licensor to distribute the Regional Parcel Dataset to each Licensed User, pursuant to a properly executed Regional Parcel Dataset License. Following receipt of Parcel Data updates from the Counties, the Council periodically may make an updated Regional Parcel Dataset available to each Licensed User. The Counties shall provide metadata to the Council with their Parcel Data and any updates. The Council, as regional custodian, will provide metadata for the Regional Parcel Dataset describing the procedure for distribution.

The Counties agree that such distribution by the Council and use by a Public Party Licensed User does not constitute an infringement of any copyright or license rights of the Counties for their Parcel Data. The Counties grant to the Council all such license rights as may be required under any copyright or other intellectual property right of the Counties (including any possession of the Counties of a trade secret or of confidential information) to enable the Council to use the Parcel Data pursuant to Section 2.01 and to distribute the Regional Parcel Dataset to Licensed Users. The Council will not acquire, copy or provide any County software in connection with its distribution of the Regional Parcel Dataset under this Agreement.

The Council will take reasonable steps to ensure DataFinder on which the Regional Parcel Dataset is provided is operating correctly.

2.03 *Unauthorized Uses.* The Council shall not use the Parcel Data on behalf of any other individual, organization, corporation, government entity or any other third party, and shall not copy or disclose the Parcel Data or the Regional Parcel Dataset to any third parties except as referenced in Section 2.02 herein. The

Council acknowledges and understands that the Regional Parcel Dataset and the Parcel Data provided by the Counties constitute trade secret or confidential information and that the Counties have all rights and remedies available under applicable state and federal law. .

- 2.04 *Regional Parcel Dataset Security.*** The Council agrees to implement appropriate security procedures to prevent unauthorized disclosure of the Parcel Data and Regional Parcel Dataset including, but not limited to, providing physical security for copies of the Parcel Data and Regional Parcel Dataset and taking steps it takes to protect information or data of its own that it regards as proprietary, confidential or nonpublic. All employees of the Council having access to the Parcel Data and Regional Parcel Dataset shall be informed of the requirements of this License and the REGIONAL PARCEL DATA SHARING AND DISTRIBUTION AGREEMENT FOR PUBLIC PARTIES. The Parcel Data and Regional Parcel Dataset shall be kept in a secure location and maintained in a manner so as to reasonably preclude unauthorized persons from having access to it. The Council agrees to promptly notify the Counties pursuant to Section 5.04 of this License if the Council becomes aware of any unauthorized duplication, sale or other disclosure.
- 2.05 *Reservation of Rights.*** The Counties shall retain all rights, title and interest in their respective Parcel Data incorporated into the Regional Parcel Dataset, including the right to license to other users their own individual parcel datasets.
- 2.06 *Other Parcel Attribute Data for Council's Internal Purposes.*** In addition to the parcel attributes that are components of the Regional Parcel Dataset, at the Council's request, each County agrees to provide the data in Items 1 & 2, below, to the Council, to the extent maintained by each County, not more than once each year. The data can be provided in the format maintained by each County, to the extent these data are available. The Council will use these data for its internal business purposes.

1. Land use code for taxation purposes:

Anoka = PCA_CODE, STC_CODE
Carver = USE, CCODE
Dakota = USE1- USE4, XUSE1 - XUSE4, ZONE1 - ZONE4
Hennepin = SR1PT - SR4PT, SR1Use Code-SR4UseCode
Ramsey = EUCLAS, EUCDSC, "CODE" from CAMA Land data file
Scott = CARCDS, HSSTAC
Washington = Use Classifications and more uses indicator

2. Other property taxation related data:

- Any other property use related fields not stipulated in Item 1 above
- Structure Type
- Owner's name
- Homestead
- Exempt
- Number of Units
- Number of Uses

- Exempt Uses
- Open Space
- Green Acres
- Ag. Preserves
- Plat or Subdivision Name
- Property Address

III. LICENSE TERM AND TERMINATION

3.01 *Term.* The term of this License shall commence upon execution of this Use and Distribution License by all Counties and by the Council and shall remain in effect unless terminated in accordance with provisions of Sections 4.01 and 4.02 of the REGIONAL PARCEL DATA SHARING AND DISTRIBUTION AGREEMENT FOR PUBLIC PARTIES between the Counties and the Council,

3.02 *Modification of License Terms.* This License may be modified upon notification of changes given by the Counties to the Council and acceptance of the new terms of the License by the Council. Such notice will be provided in writing or electronically to the Authorized Representative and shall be deemed accepted by the Council by the Council's continued use of the Parcel Data or distribution of the Regional Parcel Dataset, or failure to object within 20 business days, whichever occurs first.

3.03 *Termination.* This License shall terminate if the Council fails to comply with the terms and conditions of this License or upon termination of the REGIONAL PARCEL DATA SHARING AND DISTRIBUTION AGREEMENT FOR PUBLIC PARTIES. Once the Council no longer has the right to distribute the Regional Parcel Dataset, no further Regional Parcel Datasets shall be distributed by the Council, however, access and use of the Regional Parcel Dataset already distributed to Licensed Users shall continue as shall the Council's own internal business use of Parcel Data already received from the Counties.

It is agreed that any right or remedy provided for in this License to the Council or the Counties shall not be considered as the exclusive right or remedy but shall be considered to be in addition to any other right or remedy allowed by law, equity or statute, which may in appropriate circumstances include the Counties or the Council seeking injunctive relief. The failure to insist on strict performance of any covenant, agreement or stipulation of this License or to exercise any right contained herein shall not be a waiver or relinquishment of such covenant, agreement, stipulation or right, unless stipulated to by the parties in writing.

IV. DISCLAIMERS

4.01 *Intellectual Property Warranties.* Each County hereby warrants that its individual County Parcel Data is its own original work and does not infringe on the copyright or any other right of any other entity or individual.

4.02 *Limited Warranty.* The Parcel Data is made available to the Council subject to the following limitations and restrictions:

- (a) The Counties are not responsible for any downloading or transmission problems the Council may experience related to the availability, reliability or operation of the Internet.
- (b) The Counties do not warrant that their respective Parcel Data are error-free. Parcel Data used in the Regional Parcel Dataset were developed for the Counties' own internal business purposes and the Counties do not represent that the Parcel Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features.
- (c) ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RESPECTING THIS LICENSE, THE PARCEL DATA OR REGIONAL PARCEL DATASET ARE DISCLAIMED.
- (d) THE PARCEL DATA AND REGIONAL PARCEL DATASET AND ANY ASSOCIATED MANUALS, REFERENCE MATERIALS AND TECHNICAL DOCUMENTATION (IF ANY) ARE PROVIDED "AS IS" WITHOUT ANY SUPPORT WHATSOEVER AND WITHOUT WARRANTY AS TO THEIR PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PARCEL DATA OR REGIONAL PARCEL DATASET IS ASSUMED BY THE LICENSED USER.
- (e) THE COUNTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES OR ANY THIRD PARTY CLAIMS WHICH MAY RESULT FROM THE USE OF THE PARCEL DATASET, EVEN IF THE COUNTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.
- (f) THE SOLE REMEDY AVAILABLE AGAINST THE COUNTIES PURSUANT TO THIS LIMITED WARRANTY SHALL BE THE RIGHT TO TERMINATE THIS LICENSE.

4.03 *Liability.* The Counties' and the Council's liability for claims based on alleged or actual inaccuracies in the individual County Parcel Data or Regional Parcel Dataset arising from the use of the Parcel Data or Regional Parcel Dataset is governed by Minnesota Statutes Chapter 466. Nothing in this License shall be

construed as a waiver on the part of the Counties or the Council, of any immunities or limits on liability provided by Minnesota Statutes Chapter 466, or other applicable state or federal law, rule or regulation.

V. GENERAL TERMS AND CONDITIONS

- 5.01 *Invalidity and Severability.*** If any term or provision of this License or the application of this License or its provisions to any person or circumstance shall to any extent be declared or found invalid or unenforceable, the remainder of this License shall remain in effect and enforceable.
- 5.02 *Governing Law.*** This License shall be governed by and interpreted pursuant to the laws of the State of Minnesota without giving effect to principles of conflict of law, and venue for all judicial proceedings relating to this License shall be in the state and federal courts with competent jurisdiction that are located within the seven-county metropolitan area surrounding Minneapolis and Saint Paul, Minnesota.
- 5.03 *Assignment.*** The Council shall not assign, transfer, subcontract or pledge this License in whole or in part.
- 5.04 *Correspondence.*** Correspondence regarding this License or the Regional Parcel Dataset shall be directed to the Council and the Counties in writing at the following (or their successors):

Metropolitan Council: Randall Johnson
230 East Fifth Street
Mears Park Centre
St. Paul, MN 55101
Phone No. 651-602-1638
Fax No. 651-602-1674
randy.johnson@metc.state.mn.us

Anoka County: John Slusarczyk
2100 3rd Avenue
Anoka, MN 55303
Phone No. (763) 323-5503
Fax No. (763) 323-5503
john.slusarczyk@co.anoka.mn.us

Dakota County: Randy Knippel, GIS Manager
Dakota County Office of GIS
14955 Galaxie Avenue,
Apple Valley, MN 55124
Phone No. (952) 891-7080
Fax No. (952) 891-7097
randy.knippel@co.dakota.mn.us

Carver County: Dave Drealan

Planning and Zoning
600 East 4th Street
Chaska, MN 55318
Phone No. (952) 361-1823
Fax No. (952) 361-1828
ddrealan@co.carver.mn.us

Ramsey County: David Claypool
50 West Kellogg
Suite 910
St. Paul, MN 55102
Phone No. (651) 266-2620
Fax No. (651) 266-2615
david.claypool@co.ramsey.mn.us

Scott County: Jim Hentges
600 E. Country Trail
Jordan, MN 55352
Phone No. (952) 496-8362
Fax No. (952) 496-8365
jhentges@co.scott.mn.us

Washington County: Jane Harper
14946 62nd Street
PO Box 6
Stillwater, MN 55082
Phone No. (651) 430-6011
Fax No. (651) 430-6017
jane.harper@co.washington.mn.us

- 5.05 *Audit.*** The Council's books, records, documents and accounting procedures and practices relevant to this License are subject to examination by the Counties for a minimum of six (6) years.
- 5.06 *Merger and Modification.*** It is understood and agreed that the entire License, including the REGIONAL PARCEL DATA SHARING AND DISTRIBUTION AGREEMENT FOR PUBLIC PARTIES to which this License is attached, is contained herein and that this License supersedes all oral agreements or negotiations between the parties relating to the subject matter hereof. All items referred to in the License are incorporated or attached are deemed to be part of this License.
- 5.07 *Government Data Practices Act.*** The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, applies to this License. Applicable provisions of the Act supersede any contrary or inconsistent provisions in this License.
- 5.08 *Whereas Clauses.*** The matters set for in the "Whereas" clauses on page one of this License are incorporated into and made a part hereof by this reference.

- 5.09 *Survival of Provisions and Obligations.*** It is expressly understood and agreed that the obligations and warranties, which by their sense and context are intended to survive the performance and termination of this License, shall so survive the expiration, termination or cancellation of this License. Obligations respecting confidentiality of the Parcel Data or Regional Parcel Dataset shall survive termination of this License for any reason, and the Council and the Counties shall remain entitled to enforce their rights and interests in the Parcel Data or Regional Parcel Dataset.
- 5.10 *No Agency.*** Nothing in this License shall be construed to create an agency joint venture, partnership or other form of business association between the Licensed User and the Counties or between the Licensed User and the Council.
- 5.11 *Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Metropolitan Council

By: _____

Name: _____

Title: _____

Date: _____

**Separate signature page for each county
combined in to a single master document**

APPENDIX B
Public Party Regional Parcel Dataset License

<p>CHECK APPLICABLE LICENSED USER:</p> <p>_____ PUBLIC PARTY’S Name: _____</p> <p>_____ THIRD PARTY USER’S NAME: _____</p> <p>Department and Mailing Address: _____</p> <p>_____</p>	<p>License No: _____</p> <p>License No: _____</p>
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THIS LICENSE governs access to and use of the Regional Parcel Dataset or subset thereof as distributed by the Metropolitan Council (“Council”), as Licensor, on behalf of Anoka, Carver, Dakota, Ramsey, Hennepin, Scott and Washington counties (collectively referred to as “Counties”). This License is made by and between the Council, as Licensor, and the Public Party or Third Party User identified above, the Licensed User.

WHEREAS, the Counties have independently developed with a significant expenditure of public funds their own county-based Parcel Data; and

WHEREAS, certain of the Counties’ Parcel Data available in the Regional Parcel Dataset have commercial value and have been maintained by the Counties as trade secrets and/or non-public information as provided by applicable State and Federal law; and

WHEREAS, the Counties have made the Parcel Data available subject to licensing and copyright restrictions and have authorized the Council to distribute the Regional Parcel Dataset to Licensed Users, subject to the terms and conditions contained in this License; and

NOW THEREFORE, in consideration of the Counties’ agreement to waive their cost-recovery fees for Public Parties and the Council’s agreement to distribute the Regional Parcel Dataset, the Licensed User agrees to use the Regional Parcel Dataset subject to the following terms and conditions:

I. DEFINITIONS

1.01 “Academic Interest” means a college or university or any other accredited institution of higher education in the United States.

1.02 “Counties” means Anoka, Carver, Dakota, Ramsey, Hennepin, Scott and Washington Counties.

- 1.03** *“DataFinder”* means an Internet-based application (www.datafinder.org), supported by the Council on behalf of the MetroGIS community.
- 1.04** *“Endorsed Regional Dataset”* means a geospatial dataset that provides a standardized solution to a common geospatial information need(s) of the MetroGIS community, which has been endorsed by MetroGIS.
- 1.05** *“Geospatial Data”* means electronic data used in a GIS which exist in one of three forms: (1) graphic data (e.g., parcel boundaries, street centerlines and planimetric data captured from aerial imagery such as building footprints, curb lines and contour elevations); (2) non-graphic or attribute data (e.g., tabular records that can be associated with graphic data); or (3) digital imagery or raster data.
- 1.06** *“Governmental Interest”* means all local, regional, state and federal governmental jurisdictions including their respective political subdivisions in the United States.
- 1.07** *“Parcel Data”* means a form of Geospatial Data created and maintained by the Counties comprised of parcel boundary and associated parcel attribute data that are components of the Regional Parcel Dataset.
- 1.08** *“License”* means this Public Party Regional Parcel Dataset License.
- 1.09** *“Licensed User”* means a Public Party or Third Party User that has properly executed the License.
- 1.10** *“Licensor”* means the Metropolitan Council.
- 1.11** *“MetroGIS”* means a regional geographic information systems initiative serving the seven-county Minneapolis-St. Paul (Minnesota) metropolitan area. It provides a regional forum to promote and facilitate widespread sharing of geospatial data. MetroGIS is a voluntary collaboration of local and regional governments, with partners in state and federal government, academic institutions, nonprofit organizations, and businesses
- 1.12** *“Public Party”* means a Governmental Interest or Academic Interest.
- 1.13** *“Regional Parcel Dataset”* means an Endorsed Regional Dataset or subset thereof comprised of Parcel Data provided by the Counties and distributed to Licensed Users by the Council. Policies governing the Regional Parcel Dataset are published at <http://www.metrogis.org/data/datasets/parcels/index.shtml#standards>.
- 1.14** *“Third Party User”* is a separately licensed third party authorized on behalf of the Public Party to have access to the Regional Parcel Dataset for the Public Party’s internal business or organizational purposes.

II. LICENSED DATA DISTRIBUTION

- 2.01. Authorized Distribution.** The Council is authorized as Licensor on behalf of the Counties to distribute the Regional Parcel Dataset to each Licensed User.

Following receipt of Parcel Data updates from the Counties, the Council periodically may make an updated Regional Parcel Dataset available to each Licensed User.

III. USE OF LICENSED DATA

- 3.01 *Authorized Uses.*** Licensed User is granted a limited, nonexclusive right to have and use the Regional Parcel Dataset provided Licensed User and is complying with all of the terms and conditions of this License. Licensed User may use the Regional Parcel Dataset in the form provided by the Council for Public Party's own internal business or organizational purposes and for no other purpose. Under no circumstances may the Licensed User disclose or disseminate the Regional Parcel Dataset or subset thereof to any other entity or individual. Licensed User may modify the Regional Parcel Dataset or merge the Regional Parcel Dataset into other databases for Public Party's own use. Licensed User may have and use the Regional Parcel Dataset on a corporate-wide basis and may use the Regional Parcel Dataset on an unlimited number of Licensed User sites, provided the central processing units on which the Regional Parcel Dataset is maintained supports only equipment operated by the Licensed User and the Regional Parcel Dataset is used only for the conduct of the Public Party's internal business. A Third Party User is granted a limited, nonexclusive right to have and use the Regional Parcel Dataset solely to assist the Public Party with the Public Party's business needs and for no other purpose.
- 3.02 *Unauthorized Uses.*** The Licensed User shall not use the Regional Parcel Dataset on behalf of, and shall not copy or disclose it to, any other individual, organization, corporation, government entity or any other party. The Licensed User acknowledges and understands that the Regional Parcel Dataset and the data provided by the Counties constitutes trade secret or confidential information and that the Counties have all rights and remedies available under applicable state and federal law if a potential user obtains a copy of the Regional Parcel Dataset from a Licensed User or from any source other than the Counties or the Council. In the event that the Licensed User provides unauthorized access of the Regional Parcel Dataset to a third party, the Licensed User's License shall terminate. Any future access by such Licensed User to the Regional Parcel Dataset shall not include a fee waiver or DataFinder access. In addition to termination of the License, a Public Party shall be responsible for its own errors, acts or omissions to the extent permitted by law. With the exception of the State of Minnesota, which is governed by Minnesota Statutes Section 3.736, all other Public Parties' liability shall be governed by Minnesota Statutes, Chapter 466 or by other applicable state or federal law, rule or regulation. In addition to termination, a Third Party User shall be responsible for any costs incurred by the Counties in enforcing their rights to recovery of the data, the value of the data, and user fees, including but not limited to reasonable attorney fees and for any costs incurred by the Council or Counties in enforcing the License for unauthorized access to the Regional Parcel Dataset by or through a Third Party User.
- 3.03 *Regional Parcel Dataset Security.*** The Licensed User agrees to implement appropriate security procedures to prevent unauthorized disclosure of the

Regional Parcel Dataset including, but not limited to, providing physical security for copies of the Regional Parcel Dataset and all steps it takes to protect information or data of its own that it regards as proprietary, confidential or nonpublic. All employees of the Licensed User having access to the Regional Parcel Dataset shall be informed of the requirements contained in Sections 3.01 through 3.06 of this License. The Regional Parcel Dataset shall be kept in a secure location and maintained in a manner so as to reasonably preclude unauthorized persons from having access to it. The Licensed User agrees to promptly notify the Council pursuant to Section 6.04 of this License if the Licensed User becomes aware of any unauthorized duplication, sale or other disclosure.

- 3.04 *Reservation of Rights.*** The Counties shall retain all rights, title and interest in their respective Parcel Data incorporated into the Regional Parcel Dataset, including the right to license to other users their own individual parcel datasets.
- 3.05 *Unauthorized Disclosure.*** It is agreed that unauthorized disclosure or use of the Regional Parcel Dataset or any part thereof could cause irreparable harm and significant injury to the Council or the Counties, which may be difficult to measure with certainty or to compensate through damages. Accordingly, it is agreed that the Council and the Counties may seek, in appropriate circumstances, injunctive relief against the breach or threatened breach of the undertakings in this License, in addition to any other equitable or legal remedies, which may be available consistent with Section 3.02 above.

IV. LICENSE TERM, MODIFICATION AND TERMINATION

- 4.01 *Term.*** The term of this License shall commence upon execution of this License by the Public Party and, if applicable, the Public Party's Third Party User and shall remain in effect for the Public Party/Third Party User until December 31, 2008, unless sooner terminated pursuant to the provisions of this License.
- 4.02 *Modification of License Terms.*** This License may be updated periodically as needed at the sole discretion of Licensor. Notice will be sent of the same to the Licensed User and the Licensed User shall be deemed to have accepted the terms of the modified license if they continue to use the Regional Parcel Dataset after the date such notice is received.
- 4.03 *Termination.*** The Council retains the right to terminate this License and discontinue provision of Regional Parcel Data under this License at its sole discretion and at any time. This License shall terminate if the Licensed User fails to comply with the terms and conditions of this License. Once a Licensed User no longer has the right to use the Regional Parcel Dataset, all of the Regional Parcel Dataset must be deleted from the Licensed User's computers and destroyed. The Third Party User's right to use the Regional Parcel Dataset, unless earlier terminated by the provisions of this License, shall terminate at such time the work the Third Party User is performing for the Public Party related to the use of the Regional Parcel Dataset is complete, or at such time as the authorizing Public Party's License terminates. The Public Party shall notify the Council in writing of the completion of the Third Party User's work on behalf of the Public Party.

It is agreed that any right or remedy provided for in this License to the Council or the Counties shall not be considered as the exclusive right or remedy but shall be considered to be in addition to any other right or remedy allowed by law, equity or statute. The failure to insist on strict performance of any covenant, agreement or stipulation of this License or to exercise any right contained herein shall not be a waiver or relinquishment of such covenant, agreement, stipulation or right, unless stipulated to by the parties in writing.

In the event the Council or Counties terminate the Regional Parcel Data Sharing and Distribution Agreement for Public Parties, the Licensed User has the right to use the Regional Parcel Dataset already received and the terms and conditions of this License shall continue to be honored.

V. DISCLAIMERS

5.01 *Limited Warranty.* The Regional Parcel Dataset is made available to the Licensed User subject to the following limitations and restrictions:

- (a) The Council will take reasonable steps to ensure DataFinder on which the Regional Parcel Dataset is provided is operating correctly. The Licensed User is responsible for the installation and use of the Regional Parcel Dataset and the results or consequences obtained from such installation or use of the Regional Parcel Dataset. The Council is not responsible for any downloading or transmission problems a Licensed User may experience related to the availability, reliability or operation of the Internet.
- (b) The Counties and the Council do not warrant that their respective Parcel Data or the Regional Parcel Dataset are error-free. Parcel Data used in the Regional Parcel Dataset were developed for the Counties' own internal business purposes and neither the Counties nor the Council represents that the Regional Parcel Dataset can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features.
- (c) **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RESPECTING THIS LICENSE, THE PARCEL DATA OR REGIONAL PARCEL DATASET ARE DISCLAIMED.**
- (d) **THE PARCEL DATA AND REGIONAL PARCEL DATASET AND ANY ASSOCIATED MANUALS, REFERENCE MATERIALS AND TECHNICAL DOCUMENTATION (IF ANY) ARE PROVIDED "AS IS" WITHOUT ANY SUPPORT WHATSOEVER AND WITHOUT WARRANTY AS TO THEIR PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE REGIONAL PARCEL DATASET IS ASSUMED BY LICENSED USER.**

- (e) **THE COUNTIES AND THE COUNCIL SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES OR ANY THIRD PARTY CLAIMS WHICH MAY RESULT FROM THE USE OF THE REGIONAL PARCEL DATASET BY LICENSED USERS, EVEN IF THE COUNTIES OR THE COUNCIL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, AND**
- (f) **THE SOLE REMEDY AVAILABLE AGAINST THE COUNCIL OR THE COUNTIES SHALL BE THE RIGHT TO TERMINATE THIS LICENSE.**

5.02 *Liability.* Except for the limitations under the warranty provisions of Section 5.01, the Counties' and the Council's liability is governed by Minnesota Statutes Chapter 466 and other applicable law. Nothing in this License shall be construed as a waiver on the part of the Counties or the Council of any immunities or limits on liability provided by Minnesota Statutes Chapter 466, or other applicable state or federal law, rule or regulation.

VI. GENERAL TERMS AND CONDITIONS

- 6.01** *Invalidity and Severability.* If any term or provision of this License or the application of this License or its provisions to any person or circumstance shall to any extent be declared or found invalid or unenforceable, the remainder of this License shall remain in effect and enforceable.
- 6.02** *Governing Law.* This License shall be governed by and interpreted pursuant to the laws of the State of Minnesota without giving effect to principles of conflict of law, and venue for all judicial proceedings relating to this License shall be in the state and federal courts with competent jurisdiction that are located within the seven-county metropolitan area surrounding Minneapolis and Saint Paul, Minnesota.
- 6.03** *Assignment.* Licensed User shall not assign, transfer, sublicense or pledge this License in whole or in part.
- 6.04** *Correspondence.* Correspondence regarding this License or the Regional Parcel Dataset shall be directed to the Council in writing at the following:

Metropolitan Council
Attn: MetroGIS Staff Coordinator
Mears Park Centre
230 East Fifth Street
St. Paul, Minnesota 55101-1634
Email: randy.johnson@metc.state.mn.us

- 6.05** *Audit.* Licensed User’s books, records, documents and accounting procedures and practices relevant to this License are subject to examination by the Counties or the Council for a minimum of six (6) years.
- 6.06** *Merger and Modification.* It is understood and agreed that the entire License is contained herein and that this License supersedes all oral agreements or negotiations between the parties relating to the subject matter hereof. All items referred to in the License are incorporated or attached are deemed to be part of this License.
- 6.07** *Government Data Practices Act.* The Minnesota Government Data Practices Act. Minnesota Statutes Chapter 13, applies to this License. Applicable provisions of the Act supersede any contrary or inconsistent provisions in this License.
- 6.08** *Whereas Clauses.* The matters set forth in the “Whereas” clauses on page one of this License are incorporated into and made a part hereof by this reference.
- 6.09** *Survival of Provisions and Obligations.* It is expressly understood and agreed that the obligations and warranties which by their sense and context are intended to survive the performance and termination of this License shall so survive the expiration, termination or cancellation of this License. Obligations respecting confidentiality of the Regional Parcel Dataset shall survive termination of this License for any reason and shall remain in effect for as long as the Licensed User continues to possess or control the Regional Parcel Dataset, and the Council and the Counties shall remain entitled to enforce their rights and interests in the Regional Parcel Dataset
- 6.10** *No Agency.* Nothing in this License shall be construed to create an agency joint venture, partnership or other form of business association between the Licensed User and the Counties or between the Licensed User and the Council.

Metropolitan Council

By _____

Name _____

Title _____

Date _____

Public Party [check appropriate box(es)]

I certify that the Public Party is a **Governmental Interest or Academic Interest** pursuant to the definitions herein and that in executing this License on behalf of the Public Party I represent that I am duly authorized to execute this License on behalf of the **Governmental Interest or Academic Interest** and represent and warrant that this License is a legal, valid and binding obligation and is enforceable in accordance with its terms.

I certify that the below signed _____ (Third Party User) is authorized by the Public Party as a Third Party User pursuant to the definitions herein until _____(date), unless modified by the Public Party in writing to the Council. As the authorized Third Party User, the Public Party shall indemnify, to the extent permitted by law, the Council and Counties for any costs, including legal costs incurred by the Council or the Counties in the event the Third Party User violates any terms or conditions of the License.

By: _____
(authorized signature) **on Behalf of the Public Party Identified Above**

(printed name)

Title: _____

Date: _____

Contact Person for the Public Party:

Name: _____

Title: _____

Phone Number: _____

Third Party User:

I am duly authorized by _____, the Public Party, to execute this License as the Public Party's Third Party User and I certify that in executing this License on behalf of the Third Party User I represent that I am duly authorized to execute this License on behalf of Third Party User and represent and warrant that this License is a legal, valid and binding obligation and is enforceable in accordance with its terms.

By: _____
(*authorized signature*) **on Behalf of the Third Party User**

(*printed name*)

Title: _____

Date: _____

Contact Person for the Third Party User:

Name: _____

Title: _____

Phone Number: _____

Public Party: _____