

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: 04/14/2015	Time Needed: CONSENT
Requesting Department: Public Works	Presenter(s) Name: CONSENT
Motion before the Board: Approval of the License Agreement for Arizona Public Service Data Files.	
Recommendation: (who, what, where, when, how, etc.) Staff recommends approval.	
Background: (why should it be done, what will happen if not approved, etc. include resolution) This Agreement is to allow Arizona Public Service (APS) to share geospatial data with Navajo County. Navajo County and APS desire to share selected geospatial resources and data sets with one another, as this benefits both parties.	
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) Approval will have no fiscal impact.	
Reviewed and approved by: _____ County Manager _____ Public Works County Attorney _____ Human Resources _____ Finance _____ MIS _____	
Board Action Taken: Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action <input type="checkbox"/> Continued <input type="checkbox"/> Continued to: Approved with changes as follows <input type="checkbox"/>	
Clerk's Notes: Date: _____ Initial: _____	

REMINDER: Email this coversheet and all backup documentation to "IT Support" by 4:00 p.m. the Friday prior to the Managers' meeting. The Clerk's Office will print the document and make necessary copies for signatures at Managers' meeting.

License Agreement for APS Data Files

Effective as of 3/3/2015 ("Effective Date"), Arizona Public Service Company ("APS"), grants the undersigned named licensee ("Licensee") a non-exclusive, non-transferable, revocable license to use the following APS data files and related documents (hereinafter, collectively "Files"):

Licensee: Navajo County

Address: 100 East Code Talkers Drive South Highway 77 P.O. Box 668

City: Holbrook State: AZ Zip Code: 86025

Data Files: NavajoCounty2015 (APS lines on Navajo County)

Format: Shapefile, File Geodatabase

Documents: N/A

The Files shall be used only for the following intended use ("Intended Use"):

Intended Use: To help coordinate vegetation maintenance on Navajo Nation Lands

This license shall commence on the Effective Date and continue until the occurrence of any of the following: Licensee discontinues use of the Files, Licensee's breach of this license agreement, or termination by APS. APS reserves the right to terminate this license at any time. Licensee agrees to destroy or return the Files to APS when Licensee has no reasonably foreseeable further use for the Files or upon termination of this license.

The data and information in the Files was gathered or resulted from the compilation efforts of APS, or otherwise represents or contains a work of authorship, security sensitive information, or APS trade secrets. As such, the Files are the proprietary and/or confidential information of APS. APS retains ownership of the Files which are provided for the sole use of the Licensee. Unless Licensee has received APS' prior written consent, which APS may withhold at its discretion, Licensee shall maintain the confidentiality of the Files and not assign, license, distribute, disclose or transfer the Files to any other person, company, corporation or other entity, or use or copy the Files other than for the Intended Use.

Licensee represents and agrees that the Files are not being requested for litigation purposes and Licensee shall inform APS, as soon as possible and in writing, if others request the Files or any portion thereof in any court proceeding or other tribunal.

APS PROVIDES THE FILES AS IS, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE FILES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO THE MERCHANTABILITY OR ACCURACY OF THE FILES, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

In no event shall APS be liable to Licensee for any damages whatsoever resulting from or related to the Files or their use, including, but not limited to, direct, indirect, special, incidental, consequential or exemplary damages.

APS Approved By: Larry Cunningham

Signature: _____

The undersigned hereby agrees to the above terms and conditions and represents that he/she has the authority to execute this agreement on behalf of the Licensee.

Name: Dawnafe Whitesinger Title: Chairwoman Board of Supervisor

Signature: _____

Phone: 928-524-4000 Email: Dawnafe.Whitesinger@navajocountyaz.gov