

A GEOGRAPHIC SPATIAL DATA SET AGREEMENT

BETWEEN COUNTY OF MADISON, ILLINOIS AND

This Agreement is entered into by and between the COUNTY OF MADISON, ILLINOIS, a unit of local government, hereinafter "County" and _____, (a unit of local government/individual/partnership/corporation), hereinafter "Contractor".

WITNESSETH:

WHEREAS, this agreement is entered into for the purpose of providing for the sharing of spatial data developed as part of the County's Geographic Information System (GIS), for the recovery of the costs of developing such data and for controlling the distribution and use of such data; and,

WHEREAS, Contractor, with principal offices located at _____, desires to obtain from County, with principal offices located at Madison County Administration Building, 157 North Main Street, Ste. 165, Edwardsville, IL 62025, information developed and maintained as a part of County's GIS; and,

WHEREAS, Contractor desires to acquire for its use certain Geographic Spatial Data Sets (GSDS) that are now available for viewing only on the County's GIS hardware; and,

WHEREAS, the GSDS in question, more fully described below in the paragraph entitled "Geographic Spatial Data Sets," are "unprotected" in that any party possessing said files can obtain virtually all information contained in these files; and,

WHEREAS, it is in the public's interest for the GSDS to be provided by the County to the Contractor for its use, for the Contractor to compensate the County for a portion of the cost of developing the GSDS, previously paid for with public revenues received by the County, and for the use of such files by Contractor to be subject to certain restrictions.

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties and other consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed by and among the County and the Contractor that the GSDS shall be made available for Contractor's sole use under the following terms and conditions.

1. GEOGRAPHIC SPATIAL DATA SETS

Geographic Spatial Data Sets refer to spatial data files, either vector or raster, that represent geographic features in an electronic format to be viewed on a computer with GIS software or Computer Aided Drafting and Design software.

A list of GSDS provided to Contractor under this is included herein as Appendix A.

2. TRAINING AND SUPPORT

Contractor is responsible for acquiring any hardware, software, and training required to use the GSDS. County is not responsible for supporting Contractor's hardware or software applications required to use the GSDS.

3. COMPENSATION

Contractor agrees to pay County an agreed upon fee for the GSDS provided as shown in Appendix B, which by this reference is made a part of this Agreement. Said fee represents seventy five percent of the average cost of acquiring, developing and maintaining any GSDS provided under this agreement and one hundred percent of the County's processing and handling costs incurred in making said files available on the media requested by the Contractor.

4. BILLING PROCEDURES

County will provide Contractor with a billing statement itemizing all fees. Full payment of all amounts due and owing must be made upon receipt of data. Checks must be made payable to "Madison County Treasurer," and mailed to:

Madison County Administration Building
Attn: Contract # _____
Madison County Board Office
157 N Main St, Ste 165
Edwardsville, IL 62025

If Contractor fails to pay County within sixty (60) days of billing, all GSDS provided under this Agreement shall be returned and all copies shall be destroyed.

5. USE OF INFORMATION

During the term of this Agreement, Contractor shall keep confidential and shall not use or disclose, directly or indirectly, GSDS acquired pursuant to this Agreement, except as provided herein. This confidentiality provision includes, without limitation,

any and all GSDS so acquired, which are acknowledged to be proprietary, confidential, and the property of County;

Contractor shall take any and all lawful measures necessary to prevent the unauthorized use and disclosure of County's GSDS, and to prevent unauthorized persons or entities from obtaining or using such GSDS. Without limiting the foregoing, Contractor shall not distribute, disclose or release these GSDS to any person other than authorized personnel who have agreed in writing to these confidentiality provisions;

Contractor and such authorized personnel must ensure that no one copies, sends or takes these GSDS to any other location, unless advance written permission is obtained from an authorized representative of County. Contractor may be held liable for any unauthorized use and disclosure of these GSDS by its officers and employees;

All GSDS are provided for exclusive use by Contractor, and shall not be provided to anyone not a party to this Agreement without advance written consent by an authorized representative of County. All members of the public must, by law, purchase GSDS for their own use from County. Violation of this prohibition by Contractor will be deemed a material breach and will result in the immediate termination of this agreement;

Contractor agrees not to use information received from County in order to violate any federal or State law or regulation, or to aid any person or organization to commit a violation of any federal or State law or regulation;

Contractor shall be responsible for any unauthorized use of GSDS obtained from Madison County.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. Contractor agrees that any dispute arising under this Agreement which cannot be amicably resolved by the parties, shall be submitted to a Court of competent jurisdiction in the State of Illinois, to which jurisdiction Contractor hereby submits.

7. TERM AND TERMINATION

The effective date of this Agreement shall be the date set out at the end of said Agreement. This Agreement shall continue in effect until termination by either party pursuant to the terms hereof, or until breach of any of the terms and conditions of this Agreement;

Termination on notice. The parties shall each have the right to terminate this Agreement without cause upon five (5) days prior written notice to the other party;

Additional basis for termination. The County shall have the right to terminate this Agreement immediately if Contractor breaches any material provision of this Agreement at any time;

Survival of terms. The terms and conditions of Section 5, "Billing Procedure;" Section 6, "Use of Information," Section 7, "Governing Law and Jurisdiction," and this paragraph are substantive provisions constituting the essence of this Agreement. Failure of either party to comply with these obligations shall serve as termination of this Agreement.

8. NOTICE

Any and all notices, whether required or permitted by this Agreement, shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, and addressed to a party by name at the address first indicated in this Agreement.

Except as specifically provided herein, notices so given shall be deemed made when delivered to the addressee; provided, however, that if delivery of such mail is delayed or not effectuated for any reason other than temporary or permanent loss in or substantial disruption of the mails, then such notice shall be deemed to have been made on the fifth business day following the date of deposit in the United States mails. A receipt showing delivery of certified or registered mail, signed by the addressee or its agent or employee, or a written notification given in due course by the postal authority indicating the reason for non-delivery shall be sufficient evidence thereof, respectively.

The aforesaid address for service of notice may be changed only when the changing party has given the other parties ten (10) days notice thereof by certified or registered mail in the manner herein above provided, but there shall be no presumption of delivery of such notice of change of address in the absence of actual delivery.

Nothing herein contained shall preclude the giving of written notice by any other lawful means.

9. GENERAL

Integrated Agreement. This Agreement constitutes the entire agreement between the parties concerning access to GSDS and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties respective successors and assigns;

Assignment. Contractor may not assign any right and obligation hereunder without the written consent of County. Any attempted assignment in violation of this provision shall be void and of no effect;

Implementation. Each party hereto agrees to execute such further documents and to take such further steps as the other parties reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement;

Compliance. Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of a federal, state or other governmental authority;

Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce any of the provisions of this Agreement at any time, or to require performance of any of the provisions hereof at any time, shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

Severability. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate, as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.

Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10. Warranty Disclaimer/Limitation Of Liability

The County makes no warranty of the completeness or accuracy of any of the information contained in any GSDS provided to Contractor under this agreement. Further County makes no guarantee of the suitability of any of such information for any application of Contractor. County's liability for any and all claims of any kind arising under this agreement is hereby expressly limited to the cost paid to County by the Contractor for the GSDS acquired hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of this _____ day of _____, 2013.

Contract #:_____

MADISON COUNTY, ILLINOIS

By: _____
County Board Chairman

Date: _____

Contractor

By: _____
Authorized Official

Date: _____

Reviewed by: Chief County Assessment Official and
Information Systems

Appendix A

GIS data set descriptions:

Planimetric Data (Vector – “Linear Features” excluding Contours & Street Centerlines)

Pavement Edge

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (2009)
Description: Road pavement edges

Bridges

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (1995)
Description: Polygons that define bridges

Parking Lots

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (2009)
Description: Boundaries of some identifiable parking lots

Railroad centerlines

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (2009)
Description: Centerline of Railroads

Water

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (2009)
Description: Includes stream centerlines and lake shore lines

Lakes

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (2009)
Description: Lakes identifiable from Digital Orthophotography

Levee centerlines

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (1995)
Description: Levees identifiable from digital orthophotography

Buildings

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (1995/99/2003/06/10)
Description: Footprints of buildings > 5000 Sq. Ft.

Street Centerlines (Vector)

Street centerlines

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (1995)
Updated with Digital Orthophotography (2009)
Description: Centerline of roads
Attributes: Attributes were conflated with a Tiger file updated by Madison County Transit

Contours (Vector)

Indexes

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (1995)
Description: Index contour lines
Interval: 50 feet
Accuracy: Vertical accuracy is within +/- 5 Feet of actual

Intermediate

Format: ESRI Shapefile
Source: Captured from Digital Orthophotography (1995)
Description: Intermediate contour lines
Interval: 10 feet
Accuracy: Vertical accuracy is within +/- 5 Feet of actual

Digital Orthophotography (Raster – “Digital Aerial Photography”)

Compressed Digital Orthophotography

Format: MrSid with.sdw file
Compression: 20:1
File size: Approximately: 14 Mb for 20:1
Accuracy: Horizontal accuracy is within +/- 1 foot of actual.
Flight Date: March 2012

Appendix B

Price List

Geographic Spatial Data Sets (ARC/INFO®)		Cost per Tile
Planimetric Data Street Centerline Tax Parcel Data Contours Digital Orthophotography (Most current year) (MrSid 20:1) (Ex. Planimetric, Street Centerline, Tax Parcel, Contours, Digital Orthos)		\$30.00
		\$30.00
		\$80.00
		\$5.00
		\$35.00
	Sub Total	\$180.00
Setup and Processing: (up to 20 Tiles, > 20 Please call for price)		\$5.00
Media Cost (Depends on the number of CDs or DVDs) or Electronic Distribution (e-mail zipFile)		\$2.00x#

Note: Prices subject to change without notice

Available Media:

Media Type: (Storage Size - Approximate Cost)

CD-ROM: (650Mb - \$2.00) All GSDS Available

DVD-R (4.7 GB - \$2.00)

Electronic Distribution - \$2.00