

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 _____, 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 for the _____ Project 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 _____ Project at no cost 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 (GSDS) refer to spatial data files, either vector or raster, that represent geographic features in an electronic format which are produced and/or owned by the County, including but not limited to the database information, maps, updates, and any derivatives thereof, in all forms of distribution.

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

FOR PRIVATE ENTITIES:

Contractor agrees to use the GSDS provided only in the ways and manner specified herein and for no other purpose. The cost of said GSDS data shall be _____.

FOR PUBLIC ENTITIES:

Contractor agrees to use the GSDS provided solely for use in the _____ Project and for no other purpose.

There is no cost to the Contractor for the data covered by this agreement. Should data be developed as a part of the _____ Project that County deems to be useful to its internal operations, Contractor agrees to provide it to County upon request at no cost.

In consideration of the provision of the County’s GSDS described herein at no cost, the Contractor agrees to provide the County _____ at no cost.

4. PROPRIETARY RIGHTS & RESTRICTIONS

County has and shall continue to have sole and exclusive ownership of all right, title and interest in and to the GIS and GSDS, including ownership of all trade secrets and all other intellectual property rights pertaining to the GIS and GSDS, and reserves all rights and privileges in connection with the GIS and GSDS data, except as expressly granted herein.

“Derivative Product(s)” as used herein shall mean any and all works created by

Contractor which are based upon or incorporate all or part of the GSDS information, such as revision, modification, translation, abridgement, condensation expansion, collection, compilation, or any other form in which the GSDS may be recast, transformed or adopted.

Except as provided herein, Contractor shall not: (1) use, reproduce, network, transmit, modify, copy, adapt, translate, decompile, disassemble, modify the source code of, reverse engineer, or create Derivative Product(s) based upon GSDS without express written permission and agreement of County; (2) rent, lease, license, loan, transfer, assign, sell, permit or otherwise provide access to the GIS/GSDS data to any third party on a temporary or permanent basis; and/or (3) alter, remove or cover proprietary notices in or on the GIS or GSDS;

Any Derivative Product(s) produced by Contractor with the express written consent of County shall clearly indicate the source of the data. If the Contractor added to, subtracted from, or modified the GSDS data in any manner, the Contractor shall specifically describe on the Derivative Product the types of modifications performed. Contractor agrees not to represent any warranties or guarantees by the County as to the accuracy of the GSDS, or misrepresent the GSDS provided by County, nor to imply that any modifications made to the GSDS were reviewed or approved by the County.

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;

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

County's;

Any portion of the GSDS that is modified or merged into another computer file and/or program by the Contractor or is integrated with other programs to form Derivative Products shall continue to be subject to this Agreement. County reserves the right to incorporate any Contractor created data into its County GIS database.

Contractor agrees that it will not in any manner suggest or imply by the use of the County's logo that Contractor is affiliated with, endorsed by or sponsored by or created in association with the County except as agreed by County;

Violation of any prohibition of this section shall by Contractor will be deemed a material breach and will result in the immediate termination of this agreement;

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the State of Illinois. Any court of competent jurisdiction within the County of Madison, State of Illinois, shall be the sole and exclusive venue for any arbitration, mediation, litigation or other proceedings as between the parties that may be brought, arise out of, be in connection with, or by reason of this Agreement.

6. TERMS 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 4, "Proprietary Rights and Restrictions," Section 5, "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 grounds for immediate termination of this Agreement.

Injunctive relief & damages. Contractor acknowledges that, in the event of any breach of this Agreement, County will not have an adequate remedy in money damages alone. County therefore shall be entitled in such event to obtain an

injunction against such breach from any court of competent jurisdiction immediately upon request. County's rights to obtain injunctive relief shall not limit its right to seek other remedies, including but not limited to, actual damages, damages for unjust enrichment, and, where appropriate, punitive damages. Contractor shall be responsible for all fees and costs, including attorney fees, relating to or arising from County's attempts to enforce this Agreement. 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.

7. 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.

8. 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.

9. Warranty Disclaimer/Limitation Of Liability

Except as expressly provided for in this Agreement, the GSDS is provided to Contractor "AS-IS" and without any express or implied warranties of any kind. County hereby disclaims all express or implied conditions, reservations, and warranties whatsoever, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement or arising from a course of dealing, usage, or trade practice. County does not warrant, guarantee or make any representations regarding the use or the results of the use of the GSDS inters of its accuracy, condition, completeness, suitability, reliability, currentness, or performance. The GSDS is NOT a plat survey, whether legally recorded or otherwise, and is not intended for use as

such.

The Contractor assumes all risks associated with the GSDS use. In no event shall the County be liable for payment of any indirect, special, incidental, tort or consequential damages, loss of business, loss of profits or investments of any nature whatsoever arising out of this Agreement, even if the County has been advised of the possibility of such damages.

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 _____, 20____.

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

We will need to list the data items actually received here.

GIS data set descriptions:

Planimetric Data (Vector – “Linear Features” excluding Contours & Street Centerlines) (8 Types of Planimetric Data)

Pavement Edge

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Road pavement edges

Bridges

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Polygons that define bridges

Parking Lots

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Boundaries of some identifiable parking lots

Railroad centerlines

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Centerline of Railroads

Water

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Includes stream centerlines and lake shore lines

Lakes

Format: Arc/Info coverage (polygon)
Source: Captured from Digital Orthophotography (1995)
Description: Lakes identifiable from Digital Orthophotography

Levee centerlines

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Description: Levees identifiable from digital orthophotography

Buildings

Format: Arc/Info coverage (polygon/pt) Total of 2 Coverages
Source: Captured from Digital Orthophotography (1995/99)
Description: Footprints all buildings (in progress)

Street Centerlines (Vector)

Street centerlines

Format: Arc/Info coverage (arc)
Source: Captured from Digital Orthophotography (1995)
Updated with Digital Orthophotography (1999)
Description: Centerline of roads
Attributes: Attributes were conflated with a Tiger file updated by Madison County Transit, and include:

Contours (Vector)

Indexes

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

Intermediate

Format: Arc/Info coverage (arc)
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”)

Digital Orthophotography

Format: TIFF file with Arc/Info .tfw file
Resolution: .78 foot pixel resolution
File size: approximately: 40Mb/tile
Accuracy: Horizontal accuracy is within 3.33 feet of actual.
Flight Date: Feb/Mar 1995 or Feb 1999

Compressed Digital Orthophotography

Format: MrSid with MrSid .sdw file
Compression: 5:1 or 10:1 or 20:1 with 4 Zoom Levels
File size: Approximately: 8 Mb for 5:1, 4Mb for 10:1, 2Mb for 20:1
Accuracy: Horizontal accuracy is within 3.33 feet of actual.
Flight Date: Feb/Mar 1995 or Feb 1999

Available Media:

Media Type: (Storage Size - Approximate Cost)

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

<u>GIS SPATIAL DATA SETS</u>	<u>COST</u>	<u>UPDATES</u>
Parcel Shape File *includes Planimetric Data, Tax Parcel Data and Street Centerline Data	\$10.00 per tile or \$2,500.00 for all	\$25.00 for all
Contours	\$5.00 per tile or \$100 for all	N/A
Municipal Boundaries	\$100.00 (all county)	\$10.00
Digital Orthophotography *most current year	\$35.00 per tile or \$400.00 for all	N/A
Digital Orthophotography	\$100 previous years	N/A
LiDar (X, Y, Z Coordinates)	\$30 per tile	N/A

Set-up and processing is FREE per order. Ordered sets can be emailed or downloaded from FTP site depending on size of order and media capabilities. 912 tiles make up the whole County.

Transfers of data by CD or other media format \$5.00 each.

**PLEASE NOTE: governmental unites and non-profit organizations may be entitled to a fee waiver for the above costs. For more information on this please contact:

**Joseph R. Dauderman, Chief County Assessor or
Fred Michael, Supervisor of Maps & Plats**
Madison County Administration Building
157 North Main Street, Suite 229
Edwardsville, IL 62025
(618) 296-4586

Fees effective as of 12/1/19