

# Geographic Information System (GIS) Related Digital Product(s) License Agreement

This License Agreement ("Agreement") is between the County of Rensselaer, New York ("County"), a municipal corporation of the State of New York, acting through its Rensselaer County Bureau of Research and Information Services ("Department"), located at 1600 Seventh Avenue, Troy, New York 12180; and \_\_\_\_\_ ("Licensee"), a Natural Person/Partnership/Corporation/Other Entity, having its principal office located at \_\_\_\_\_.

**Product(s) hereby licensed:** The parties hereby agree that the County shall license to Licensee the following County Tax Map Related Digital Product (s) ("Product(s)") described on page 3 of this Agreement:

Check the appropriate item(s):

\_\_\_\_\_ Digital DWG Tax Maps

\_\_\_\_\_ ArcView Shape files or Personal Geodatabases

\_\_\_\_\_ DWF Files

**Terms and Conditions:** Shall be as set forth in this Agreement.

**Term of this Agreement:** Shall commence upon execution of this Agreement and continue through \_\_\_\_\_, 201\_\_\_\_, unless terminated prior thereto pursuant to the terms of this Agreement.

**License Fee:** License fee to be paid by Licensee to the County shall be \$\_\_\_\_\_, in addition to the County's actual media reproduction costs.

In Witness Whereof, the parties hereto have executed this Agreement as of the latter of the dates written below.

## LICENSEE COUNTY OF RENSSELAER, NEW YORK

Company: \_\_\_\_\_ Company: Rensselaer County

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: Vincent A. Ruggiero

Title: \_\_\_\_\_ Title: Director - Information Services

Fed. Taxpayer ID. \_\_\_\_\_ Fed. Taxpayer ID: 14-6002569

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## **General Terms and Conditions Relating to Product(s) Hereby Licensed**

Now therefore, the parties agree as follows:

### **1. Inconsistent Provisions**

The provisions of this Agreement shall prevail over inconsistent provisions of any other document not specifically referred to in this Agreement or made part thereof by this Agreement or by subsequent amendment in writing and signed by both parties, except to the extent that such provisions of this Agreement are specifically referred to and amended or superseded by such document.

### **2. Grant of License**

The County grants to Licensee a non-exclusive, non-transferable license (unless otherwise agreed as set forth in Paragraph 7 of this Agreement) to use the Product(s) hereby licensed, subject to the terms and conditions of this Agreement.

### **3. Term and Termination**

#### **A. Term**

This Agreement shall cover the period provided above, unless sooner terminated as provided below.

#### **B. Termination for Cause**

- a. In the event Licensee violates any of the terms and conditions of this Agreement, the County may terminate this Agreement, provided that no such termination shall be effective unless:
  - i. Licensee is given ten (10) business days written notice of intent to terminate (“Notice of Intent to Terminate”), and
  - ii. an opportunity for consultation with the County prior to termination; and,
  - iii. an opportunity to cure any violation of the terms and conditions of this Agreement.

In the event that Licensee has not cured, or commenced to cure, to the satisfaction of the County, within such ten day period (or longer period at the County’s option), then the County may issue a written termination notice (“Termination Notice”).

b. Notwithstanding the above, if Licensee makes use of the Product(s) hereby licensed in a manner not permitted by this Agreement and the County reasonably determines that such use was intended to result in harm to the County's proprietary rights, the County shall have the right to terminate this Agreement immediately upon written notice to Licensee, stating the reason for such termination.

**c. Termination for Convenience**

Either party may terminate this Agreement for any reason whatsoever, provided that no such termination shall be effective unless the other party is given sixty (60) calendar days prior written notice of such termination.

**d. Return of Product(s)**

In the event that this Agreement is terminated for any reason, within ten (10) business days thereafter, Licensee shall return or destroy the original and all copies of the Product(s) hereby licensed and any derivative work(s) in spatial digital format. Licensee will certify that such action has been taken. Notwithstanding the above, derivative work(s) in the form of reports in master digital format or paper copy need not be destroyed.

**4. Product(s)**

A. The County currently has available annually updated Products for the following cities, towns and villages:

- |                                 |                                 |
|---------------------------------|---------------------------------|
| i. City of Troy;                | xii. Town of North Greenbush;   |
| ii. City of Rensselaer;         | xiii. Town of Petersburg;       |
| iii. Town of Berlin;            | xiv. Town of Pittstown;         |
| iv. Town of Brunswick;          | xv. Village of Valley Falls;    |
| v. Town of East Greenbush;      | xvi. Town of Poestenkill;       |
| vi. Town of Grafton;            | xvii. Town of Sand Lake;        |
| vii. Town of Hoosick;           | xviii. Town of Schaghticoke;    |
| viii. Village of Hoosick Falls; | xix. Village of Schaghticoke;   |
| ix. Town of Nassau;             | xx. Town of Schodack,           |
| x. Village of Nassau;           | xxi. Village of Castleton, and; |
| xi. Village of East Nassau;     | xxii. Town of Stephentown       |

B. These Products are:

**a. Digital Tax Maps (one CD)**

DWG files of each tax map in the County by municipality – current as of 06/01/2009. These files replace the old hand-drawn Mylar/paper maps. Each map separates the information shown on the Mylar/paper maps into individual layers, linetypes, and colors. Each parcel has its Tax Map Land

Parcel Number (SBL) attached to its centroid. This number enables the parcel to be tied to the assessor's database. Application for a copyright has been submitted for this product. NAD 1983 projection / State Plane Coordinates / US Survey feet.

**b. ArcView Shapefiles or Personal Geodatabases**

These files were created to form the core of the Rensselaer County GIS. They include features of each municipality such as parcels, roads, E-911 Address points and several other categories. Major categories listed on pages ten and eleven of this agreement. These files are meant to be used in ESRI's ArcView® and ArcInfo® products, but can be easily transferred to MapInfo® applications. These files include detailed attribute Information and are current within the last year. NAD 1983 projection / State Plane Coordinates / US Survey feet.

**c. DWF Files (one CD)**

AutoDesk Express Viewer® files – viewable and printable only – includes each of the county's municipalities – current as of 06/01/2009.

**5. Permitted Uses**

- A. Licensee may use the Product(s) hereby licensed to either produce paper or digital raster maps and/or reports for use by the public, provided that such maps and/or reports include the following copyright notice:

**County of Rensselaer, New York, U.S.A. Digital Tax Maps COPYRIGHT 2005.**

**Note:** The reference to year (*i.e.*, 2004) in the copyright notice shall change annually.

- B. Permitted uses include but are not limited to the following examples:

- a. The modification of attribute data or fields to the data layer of the Product(s) hereby licensed (e.g., addition of fields or data to the .dbf file) is allowed and is the property of Licensee, however, such property that is the modified .dbf file is not to include the spatial (.shp or .map) files; and/or,
- b. The generation, reproduction or disclosure of maps where Licensee's GIS coverage is positioned over or under the County Basemap Product; and/or,
- c. The generation of paper maps, digital reports, digital raster maps, and Internet/intranet or Kiosk style information delivery services.

- C. Licensee shall not sell, disclose, or otherwise make available the Product(s) hereby licensed (or any spatial derivative of same) in digital format which includes, in whole or in part, the geographic coordinates contained within said Product(s), or any subset of such geographic coordinates, or any translated, projected or transformed version of the geographic coordinates to third parties, unless otherwise agreed to in writing by the County. Licensee agrees to protect said Product(s) from unauthorized use, reproduction, distribution or publication.
- D. Uses not permitted, unless pre-authorized in writing by the County, include but are not limited to the following examples:
- a. The digital transfer of the spatial portion of the Product(s) hereby licensed to a third party when distributing a modified .dbf file of attribute data (see sub-paragraph 5(b)(i) above; and/or,
  - b. the alteration or transfer of spatial data (.shp and .map files) to a third party; and/or,
  - c. the copying of said Product(s) hereby licensed for transfer to a third party for use by the third party; and/or,
  - d. the generation of digital spatial files which are derivatives of the Product(s) hereby licensed.

## **6. No Implied Waiver**

No failure or delay by either party in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy.

## **7. Limitation of Liability**

- A. The County makes no warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The Products were developed for governmental use by the County. The County makes no representations as to the accuracy, completeness, reliability, usability, or suitability for any purpose of the data or information contained or furnished in connection herewith and the County shall be under no liability whatsoever for any use made thereof.
- B. The County shall not be liable for indirect, special, incidental, or consequential damages related to Licensee's use of the Products, even if Licensee is advised of the possibility of such damage. Licensee agrees to indemnify and hold harmless the County from and against any and all claims arising from Licensee's use of the Products.

**8. Contact Persons/Notice Requirements**

Any communication, notice, claim for payment, report or other submission necessary or required to be made by the parties or serving any litigation pleadings regarding this Agreement shall be deemed to have been duly made upon receipt by the parties at the following addresses (or at such other address that may from time to time be specified in writing by the parties for such purpose(s)):

**For the County:**

Rensselaer County Bureau of Research and Information Services 1600 Seventh Avenue Troy, New York 12180 Attention: Vincent A. Ruggiero, Director

and

Rensselaer County Office of the County Attorney 1600 Seventh Avenue Troy, New York 12180 Attention: Robert Smith, County Attorney

**For Licensee:**

(Name and Address)

---

---

**10. Severability**

If any term, part, provision, section, subdivision, paragraph or article of this Agreement shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

**11. Entire Agreement**

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. The parties expressly agree that any prior executed agreement between the parties is merged in this Agreement.

**12. No Oral Changes**

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

**13. All Rights Reserved**

All rights not specifically granted in this Agreement are reserved to the County.

**14. Governing Law**

This Agreement shall be governed by the laws of the State of New York. In the event either party to this Agreement shall initiate litigation to protect or enforce any right granted such party by this Agreement, the parties hereto agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation and that the venue of the same shall be the County of Rensselaer, New York.



## ORDER FORM:

Place a check mark next to the product(s) you wish to purchase, enter the subtotal in the column on the right, and place the total in the box where indicated.

<b>Municipality</b>	<b>AutoCAD</b>	<b>Shapefiles</b>	<b>SUBTOTAL</b>
<b>Entire County</b>	<b>\$ 1200</b>	<b>\$ 1900</b>	<b>\$</b>
Troy	\$ 287.40	\$ 431.22	\$
Rensselaer	\$ 65.58	\$ 98.37	\$
Berlin	\$ 29.74	\$ 44.61	\$
Brunswick	\$ 109.76	\$ 164.64	\$
E. Greenbush	\$ 125.26	\$ 187.89	\$
Grafton	\$ 37.78	\$ 56.67	\$
Hoosick	\$ 45.30	\$ 67.95	\$
V – Hoosick Falls	\$ 27.74	\$ 41.61	\$
Nassau	\$ 42.62	\$ 63.93	\$
V- Nassau	\$ 10.00	\$ 15.00	\$
V – E. Nassau	\$ 10.00	\$ 15.00	\$
N. Greenbush	\$ 98.94	\$ 148.41	\$
Petersburgh	\$ 22.58	\$ 33.87	\$
Pittstown	\$ 51.00	\$ 76.50	\$
V – Valley Falls	\$ 10.00	\$ 15.00	\$
Poestenkill	\$ 42.82	\$ 64.23	\$
Sand Lake	\$ 81.40	\$ 122.10	\$
Schaghticoke	\$ 69.16	\$ 103.74	\$
V - Schaghticoke	\$ 10.00	\$ 15.00	\$
Schodack	\$ 106.56	\$ 159.84	\$
V - Castleton	\$ 11.00	\$ 16.50	\$
Stephentown	\$ 37.50	\$ 56.25	\$
		<b>Total</b>	<b>\$</b>

Please mail an original signed document (License Agreement), this order form, and a check made out to *Rensselaer County Bureau of Finance* for the appropriate amount, to the following address:

Rensselaer County Bureau of Research and Information Services  
 1600 Seventh Avenue  
 Troy, New York 12180  
 Attn: Vincent A. Ruggiero- Director