

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Geo database license Agreement Resolution No.: 13-149
w/ mapping solutions

Submitted by: Thomas S. Nicoski Dept. Head Signature: Thomas S. Nicoski

Date Submitted: 06-14-2013 Dept. Head Sign-off Date: Thomas S. Nicoski

Examined by: Joseph Lykes
(Print name)
Joseph Lykes
(Signature)
6-21-13
(Date)



Post on the Web: YES NO Atty. Initials: (Signature)

Comments:

Chairman signed: YES NO 6/24/13
(Date)

Document returned to: Tom Nicoski
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 149

AUTHORIZING APPROVAL OF A GEODATABASE LICENSE AGREEMENT

WHEREAS, Mapping Solutions a commercial entity is in the business of incorporating county digital geographic data (GIS) into their products for resale; and


WHEREAS, Mapping Solutions desires to obtain a license for the Kane County digital geographic data (GIS); and

WHEREAS, Kane County currently licenses the geographic data (GIS) on a non-exclusive basis to commercial entities.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Board Chairman is authorized to execute a Geodatabase Licensing Agreement with Mapping Solutions to license the Kane County digital geographic data (GIS).

Passed by the Kane County Board on June 11, 2013.

John A. Cunningham
Clerk, County Board
Kane County, Illinois



Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
Yes 24
No 0
Voice 0
Abstentions 0

GEODATABASE LICENSE AGREEMENT

This Agreement entered into this 10th day of ~~February, 2008~~ ^{May, 2013}, between The County of Kane ("Kane County") and Mapping Solutions.

That Whereas, Mapping Solutions is in the business of providing electronic tax map data to private businesses, and

That Whereas Kane County possesses certain electronic data that Mapping Solutions wishes to purchase,

It is therefore agreed between the above parties as follows:

1. Mapping Solutions wishes to purchase from Kane County in digital format the yearly certified cadastral geodatabase.
2. Mapping Solutions agrees that this is a non-exclusive license agreement.
3. Mapping Solutions agrees to pay to Kane County pursuant to the royalty schedule in Attachment A as royalty for a non-exclusive license to use and market the above digital data. The payments are to be issued to Kane County, attention County Board Chairman, on an annual basis, no later than the anniversary date of the date of this agreement. Each payment shall be accompanied by a digital and printed list of all sales identifying the date of sale, invoice number, account name, account address, account phone number, and sale amount. A summary statement of annual sales will also be forwarded to the Supervisor of Assessments and the Finance Director of Kane County at the same time.
4. Mapping Solutions agrees to defend, indemnify, and hold harmless the County of Kane and its elected officials, employees, agents, and representatives from any and all damages and liability arising from the performance of services under this agreement or from the products and services derived therefrom.
5. Mapping Solutions shall maintain a policy of insurance of \$1,000,000 (one million dollars) commercial general liability coverage and shall name the County of Kane and the Office of the Supervisor of Assessments as additional insureds.
6. Mapping Solutions agrees it is prohibited from representing to any third party, in any manner, that it is affiliated with, represents, or is the agent of, the County of Kane, or in any manner an "official" or authorized representative of the County of Kane.

7. Kane County agrees to furnish to Mapping Solutions on a yearly basis when available the certified cadastral geodatabase.

8. Interpretation of this contract and any disputes thereof shall be governed by the laws and statutes of the State of Illinois with venue to lie only in the Sixteenth Judicial Circuit, Kane County, Illinois.

9. This contract agreement remains in effect until cancelled by Kane County as outlined below. It is understood that the terms of this agreement are subject to annual budget approvals and appropriation of funds by Kane County. Failure of the County to budget necessary funds shall relieve Kane County of all further obligations expressed and implied but not already authorized under this agreement.

10. This agreement may be terminated by Kane County by providing Mapping Solutions written notice of said intention at least sixty days prior to the termination date. Upon termination, Kane County shall be paid the full value of all royalties due on sales made up to and including the termination date and Mapping Solutions shall provide a full accounting of said royalties.

In witness whereof, the parties have executed this Agreement in their official capacities with legal authority to do so.

COUNTY OF KANE

By: Chris Lauzen

Name: Chris Lauzen

Title: County Board Chairman

Date: 6-24-13

By: Scott Krieger

Name: Scott Krieger

Title: Sales Director

Date: 5-10-13

Exhibit A:

<u>Product:</u>	<u>Percent of Sale Royalty:</u>		<u>Percent of Sale Royalty:</u>
	To Kane County:		Retained by <i>Mapping Solutions</i>
Electronic Access and Internet Subscriptions	20%	80%	
Map Print Sales	20%	80%	

All other products in any format are subject to renegotiation by the parties.