

RESOLUTION NO. T-2019-07-014R

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE COUNTY OF
CHAMPAIGN FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES (CGISS)**

WHEREAS, The Township Assessor of Cunningham, Champaign County, Illinois, is a party to an existing contract with the Champaign County GIS Consortium, and

WHEREAS, the current contract provides access to the Township Assessor as a GIS Application Subscription Client, and

WHEREAS, the current contract expires on June 30, 2019, and

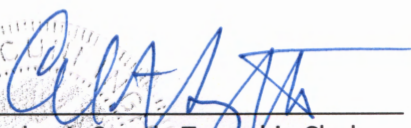
WHEREAS, The Township Assessor uses GIS data on a regular basis to perform the duties required by law, and

WHEREAS, the parties believe that continuing the agreement is in the best interest of Cunningham Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Board of the Town of Cunningham that the Resolution Authorizing the Township Assessor to execute an agreement with the Champaign County GIS Consortium to extend Cunningham Township's status as a GIS Application subscription client is approved and authorizes the Township Assessor to sign said agreement.

Approved this 1st Day of July, 2019 by the Township Board of the Town of Cunningham,
Champaign County, State of Illinois, by roll call vote.

Ayes: Brown, Hazen, Hursey, Jakobsson, Miller, Roberts, Wu



Charles A. Smyth, Township Clerk



Diane Wolfe Martin, Chair





Digital Data License Agreement
GIS Application Subscription Client Extension Agreement
Champaign County Townships

Champaign County GIS Consortium
1776 E Washington Street
Urbana, IL 61802
Phone (217) 819-3555
<http://www.ccgisc.org>

By agreeing to the terms, the user acknowledges and accepts the terms and conditions of this License Agreement.

This Agreement provides Cunningham Township ("Client") the ability to extend their status as a GIS Application Subscription Client (GAS) of the Champaign County GIS Consortium (CCGISC) according to the terms and conditions herein.

In exchange for a fee of \$450.00, the Client shall be given license as described herein to the data and services provided below;

Services and Data

An ArcGIS Online web application, herein called the "Application", shall be made available to the Client. The Application requires a high-speed internet connection and a compatible web browser. CCGISC staff will work with the Client to determine whether individual computers meet these requirements however; the Client will be responsible for obtaining a high-speed internet connection and installing a compatible web browser.

CCGISC staff member shall provide one hour of training to the Client at the time the application is delivered. The ArcGIS Online application shall reference and display CCGISC GIS data layers and orthophotography. All geo-data layers shall be projected in Illinois State Plane East (US Survey Feet) Coordinates, NAD83. A general description of the referenced GIS data is located on the next page.

At a minimum, the following GIS data layers shall be made available to the Client through the Application;

- OrthoPhotography – *The most recent digital color orthophotographs of Champaign County.*
- Subdivisions – *Vectorized polygons corresponding to the current subdivision within Champaign County.* The majority of the subdivision polygons contain the record date, subdivision name and document number as attributes.
- Annexations – *Vectorized polygons corresponding to municipal annexations that have been recorded within Champaign County since 1980s.*
- Parcel Polygons – *Vectorized polygons corresponding to tax parcels within Champaign County.* Each polygon corresponds to a single tax parcel.
- Parcel Annotation – *Vectorized text corresponding to typical cadastral text as would appear on standard County tax maps.*
- PLSS Data – *Vectorized versions of corners and lines within Champaign County as established through the Federal Public Lands Survey System.* This data includes section points as well as polygons representing sections, survey townships, and the entire county.
- Cadastral Boundary Data – *Vectors corresponding to all types of cadastral boundaries within Champaign County.*
- Other boundaries will be included as they become available from CCGISC. Layers currently being worked on include:
 - Champaign County Address Points
 - Champaign County Zoning

The following tabular data shall be made available to the Client;

- Parcel records data. This database includes the Assessment Master Table records and the Champaign County Property Location Database.

Terms and Conditions

NO WARRANTY

The data files are provided “as is”. There is no guarantee or warranty concerning the accuracy or completeness of information contained in the Application. **No warranty is made, either expressed or implied, as to any other matter whatsoever, including, without limitation, the condition of the product, or its fitness for any particular purpose.** The burden for determining fitness for use lies entirely with the user.

LIMITATION OF LIABILITY

In no event shall CCGISC or any of the agencies who are part of the CCGISC have any liability whatsoever resulting from the use of CCGISC data by the Client with whom CCGISC has entered into this Agreement for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of use of or reliance on the data or arising out of the delivery, installation, operation, or user support relating to the same. This limitation of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, theft destruction or unauthorized access to, alteration of, or use of data whether for breach of contract, tortious behavior, negligence or under any other cause of action.

DATA SENSITIVITY AND SECURITY

The Client will acknowledge that certain GIS layers to which they have been provided access through this agreement may contain sensitive data and may, if revealed to the general public, convey a security risk to the community. If so requested, the Client will agree to restrict data viewing, in digital or printed form, as directed by the CCGISC.

TERM

This agreement shall remain in effect from June 30, 2019 through June 30, 2020.

PROTECTION OF PROPRIETARY RIGHTS

Reproduction or redistribution of the data licensed under this agreement outside the Client's organization or entity is expressly forbidden. Upon termination of this agreement, should the Client elect not to renew a GAS agreement with the CCGISC, all copies of CCGISC data installed on all computers shall be removed by the Client, and all backup copies made by the Client shall be destroyed by the Client. Neither the data nor the Application shall be electronically duplicated by the Client by any means for use by others, in whole or in part, without express written permission of the CCGISC. Resale of the data and Application by the Client is prohibited. The data and Application provided by the CCGISC shall remain the property of the CCGISC, which shall retain all rights commensurate with ownership, including the right to sell, release, license, use, or provide the data to others as it deems appropriate in its sole discretion.

CREDITS

Source to list: ***Champaign County GIS Consortium***

Any hard copies made by the Client utilizing any of the data shall clearly indicate the source. If the Client has modified or supplemented the data in any way, the Client is obligated to describe the types of modifications or supplementation they have performed on the hard copy map. The Client specifically agrees not to misrepresent any data, nor to express or imply any changes made in the data have been approved unless actual prior approval by the CCGISC has been obtained.

REMEDY FOR VIOLATION

In the event the Client exceeds the scope of this agreement or in any other manner violates the terms and conditions hereof, CCGISC shall have the right to enjoin such activities as violate the terms of this agreement and may seek any other allowable remedies, including the right to obtain its reasonable costs and attorney fees in connection therewith.

This Agreement between

Cunningham Township

GIS Application Subscription Client

217 367 7059

Phone:

Urbana, IL 61802

City, State, Zip

Wayne Williams

By: (Printed Name)

Township Assessor

Title

Wayne@LTAO.US

e-mail

Wayne WA

Signature

7-5-19

Date

*Any questions, please call the GIS Consortium office at
Phone (217) 819-3555*

For Internal Use Only:

Data Sales Number: _____