

**Tax Map Related Digital Product(s) License Agreement
(Must be completed in its entirety)**

This License Agreement (“Agreement”) is between the County of Albany, New York (“County”), a municipal corporation of the State of New York, acting through its Albany County Department of Management and Budget (“Department”), Real Property Tax Service Agency; located at 112 State Street, Room 1350, Albany, New York 12207;

and _____ (“Licensee”),
a Natural Person/Partnership/Corporation/Other Entity, having its principal office located
at _____.

Product(s) items hereby licensed: The County hereby licenses to the Licensee the following County Tax Map Related Digital Product(s): These (“Product(s)”) are described in paragraph 4 of this Agreement restricted to the municipalities specified by the Licensee in the Order Form below:

Check the requested item(s):

Item i

Item ii

Item iii

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

License Fee: The License fee to be paid by Licensee to the County shall be \$_____, together with 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 ALBANY, NEW YORK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Fed. Taxpayer ID: _____

Fed. Taxpayer ID: _____

E-Mail: _____

Date: _____

Date: _____

**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 be 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both parties, except to the extent that such provisions of this Agreement are specifically referred to and amended or superseded by such document.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 5 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 time period stated above, unless sooner terminated as provided below:

b. Termination for Cause

- i. 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:
 - A. Licensee is given ten (10) business days written notice of intent to terminate (“Notice of Intent to Terminate”), and
 - B. An opportunity for consultation with the County prior to termination; and,
 - C. 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”).

- ii. Notwithstanding the above, if Licensee makes use of the Product(s) hereby licensed in a manner not permitted by the Agreement and the County reasonable 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 destroy the original and all copies of the Product(s) hereby licensed and any work(s) hereby licensed. Licensee will certify that such action has been taken.

4. Product(s)

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

- i. City of Albany
- ii. Town of Berne
- iii. Town of Bethlehem
- iv. Village of Ravena
- v. Town of Coeymans
- vi. Village of Menands
- vii. Village of Colonie
- viii. Town of Colonie
- ix. City of Cohoes
- x. Village of Green Island
- xi. Town of Green Island
- xii. Village of Altamont
- xiii. Town of Guilderland
- xiv. Town of Knox
- xv. Village of Voorheesville
- xvi. Town of New Scotland
- xvii. Town of Rensselaerville
- xviii. City of Watervliet
- xix. Town of Westerlo

b. These Products are:

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

DWG files of each tax map in the County by municipality – current as of Taxable Status Date March 1, 2012. These are AutoCAD © files. These files replace the hand-drawn mylar maps. Each map

separates the information shown on the mylar maps into individual layers, linetypes, and colors. Each parcel has a 20 position Tax Map Land Parcel Number (SBL) geo-coded to the parcel centroid. This number enables the parcel to be tied to the assessor's RPS database. The tax maps are projected in NAD27 East Zone New York State Plane/US Survey feet.

ii. **ArcView Shapefiles** (one CD)

These files were created from the AutoCAD © DWG files for use in the county's GIS development. They separate the features of each municipality into parcels, roads, water features, railroads, tax map blocks, and several other categories. These files are meant to be used in ESRI's ArcView © and ArcInfo © products, but can be transferred to MapInfo © applications. These files enable the user to tie into RPS database and any other type of data which includes the SBL identifier as part of its record structure – current as of Taxable Date March 1, 2011.

iii. **PDF Files** (one CD)

Adobe Acrobat © files – viewable and printable only – includes the following 4 reports, plus tax maps for each of the county's municipalities – current as of Taxable Status Date March 1, 2012.

Report 1 – Parcel listing in alphabetical (owner) order

Report 2 – Parcel listing in tax map land parcel order

Report 3 – Parcel listing in street name order

Report 4 – Parcel listing in tax map land parcel order containing detailed parcel information.

PDF files of the tax maps for each municipality.

5. Permitted Uses

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.

6. No Implied Waiver

No failure or delay by either part 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 products were developed for governmental use by the County. The County makes no warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. 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.

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:

Albany County Real Property Tax Service Agency
112 State Street, Room 1350
Albany, NY 12207

Albany County Department of Law
112 State Street, Room 1010
Albany, NY 12207

For Licensee:

(Name, Address, E-Mail and Phone Number)

9. 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.

10. 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.

11. 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.

12. All Rights Reserved

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

13. Governing Law

This Agreement shall be governed by the laws of the State of New York.

ORDER FORM:

Place a check mark next to the Product(s) you wish to purchase for each municipality requested, enter the subtotal due in the column on the right and place the total due in the box where indicated.

<u>Municipality</u>	<u>Digital File Format</u>			SUBTOTAL
	AutoCAD Product i	Shapefile Product ii	Acrobat Produce iii	
Entire County	\$ 1,000.00	\$ 1,500.00	\$ 900.00	
City of Albany	\$ 350.00	\$ 530.00	\$ 275.00	
City of Cohoes	\$ 75.00	\$ 100.00	\$ 50.00	
City of Watervliet	\$ 45.00	\$ 70.00	\$ 35.00	
Town of Berne	\$ 45.00	\$ 80.00	\$ 35.00	
Town of Bethlehem	\$ 140.00	\$ 210.00	\$ 100.00	
Town of Coeymans	\$ 40.00	\$ 60.00	\$ 30.00	
Town of Colonie	\$ 190.00	\$ 280.00	\$ 140.00	
Town of Green Island	\$ 30.00	\$ 40.00	\$ 20.00	
Town of Guilderland	\$ 150.00	\$ 230.00	\$ 110.00	
Town of Knox	\$ 35.00	\$ 50.00	\$ 25.00	
Town of New Scotland	\$ 45.00	\$ 70.00	\$ 35.00	
Town of Rensselaerville	\$ 40.00	\$ 60.00	\$ 30.00	
Town of Westerlo	\$ 40.00	\$ 60.00	\$ 30.00	
Village of Altamont	\$ 25.00	\$ 35.00	\$ 15.00	
Village of Colonie	\$ 35.00	\$ 50.00	\$ 25.00	
Village of Menands	\$ 35.00	\$ 50.00	\$ 25.00	
Village of Ravena	\$ 30.00	\$ 40.00	\$ 20.00	
Village of Voorheesville	\$ 25.00	\$ 35.00	\$ 15.00	
TOTAL				

Mail an original signed document (License Agreement), this order form, and a check made payable to ALBANY COUNTY DIVISION OF FINANCE for the appropriate amount, to the following address:

Albany County Real Property Tax Service Agency
 112 State Street – Room 1350
 Albany, NY 12207