

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: FREEHOLD TOWNSHIP COUNTY: MONMOUTH

RECIPIENT: Monmouth County COUNTY: MONMOUTH

BRIEF DESCRIPTION OF SERVICE:

GEOGRAPHIC INFORMATION SYSTEM (GIS)
FOR AERIAL IMAGERY

EFFECTIVE DATE: 2/1/2018

EXPIRATION DATE: 2/1/2023

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services:

Monmouth County GIS Data License Agreement

The following General Terms and Conditions of this Agreement shall be applicable to all data products of the County of Monmouth which are licensed by the County of Monmouth to end users (also referred to as Licensee") of the data products and shall govern the use of all products or works derived there from. This agreement is in effect upon full execution and receipt of payment and shall expire 5 years from that date.

Terms of Agreement

1. Digital imagery received from Monmouth County is to be used solely by the Licensee. In accordance with terms and conditions of use of Monmouth County's license agreement with Pictometry International, the County may distribute the aerial imagery to licensees who meet the definition of "authorized subdivision" as defined by Pictometry International. By signing this agreement said "authorized subdivision" also agrees to the terms and conditions of use set forth by Pictometry International. The imagery data will not be reformatted, copied, nor further reproduced or distributed to any other person, firm, corporation, association, or entity. Other organizations wishing to obtain the data must make a separate request in writing directly to Monmouth County. This Clause is not intended to restrict the distribution of the Licensee's mapped information produced from the digital data.
2. Monmouth County will provide the following:
 - A digital copy of the licensee's sub-warehouse of the 2014-2015 Pictometry aerial orthogonal and oblique imagery,
 - A digital copy of the Pictometry Electronic Field Study software, software license and User Guide,
 - A one-time installation appointment to the authorized subdivision's main office with up to 3 installations performed,
 - Technical assistance calls relating to malfunctioning software only
3. Monmouth County will not be providing:
 - Project assistance,
 - Software training, however training resources will be provided, if available.
4. This license agreement is for the 2014-2015 aerial imagery flown by Pictometry International. A one-time fee of \$1,800 will be charged for installation of the sub-warehouse and Electronic Field Study software. If an "authorized subdivision" would like to purchase additional 2014-2015 aerial imagery sub-warehouses for neighboring communities, they can do so for an additional \$900 per community sub-warehouse.
5. The County of Monmouth hereby disclaims any and all liability or responsibility for any damage, injury, loss, claim, or lawsuit arising from error, inaccuracy or other problem with either the data contained on the digital media. The Licensee hereby releases the County of Monmouth from any and all liability, damage, claims, injuries, or suits arising from any such error, inaccuracy or problem. Furthermore, the Licensee agrees to indemnify and hold harmless the County and its officials and employees from any claims, liability, damages, injuries, and suits, including court costs and attorney's fees, arising from the use of the Monmouth County GIS data by the Licensee, Licensee's employees or assignees, or customers of it.
6. The Pictometry International aerial imagery provided hereunder is provided "as is" and the County of Monmouth expressly disclaims all warranties, express or implied, including warranties as to the accuracy of the data and merchantability and fitness for a particular purpose, and further expressly disclaims responsibility for all incidental, consequential, or special damages arising out of or in connection with the use or the performance of the data. The Licensee acknowledges such disclaimers of warranty and expressly waives all warranties, express or implied, and waives any right of claim for damages incidental, consequential, or special, arising out of or in connection with the use or performance of the data. It is the responsibility of the Licensee to request any revisions or updates.
7. Any maps, publications, reports, or other documents produced (digital or printed) as a result of this project which utilize this digital data will credit Pictometry International as the source of the data. This Clause applies to the Licensee's finished maps, publications, reports or other documents either printed or in a static (non-GIS) digital format.

8. The Pictometry International aerial imagery provided by the County shall remain the property of the license holder 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. The unlicensed or unauthorized use of the Pictometry aerial imagery and software will be subject to the full penalties under the law, including fines and imprisonment.

I (we) agree to the above terms and conditions, and I am authorized by my employer or company to agree to the terms and conditions.

Signature of Licensee: 
Printed Name: Peter R. Valesi
Municipality: Freehold Township

Date: 1-30-18
Title: Twp. Administrator
Mun. Department: Administration