

## GIS Web Interface and Data Hosting Service Agreement

This GIS Web Interface and Data Hosting Service Agreement (the “**Agreement**”) is entered into this **1st date of June, 2018**, between: MAINSTREETGIS, LLC, a Massachusetts limited liability company with its offices located at 16 Armory Street, Northampton MA 01060, together with its successors and assigns (“**MainStreet**”)

and

City of Central Falls, Rhode Island

(“**Client**”)

MainStreet and Client may each be referred to hereinafter individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, MainStreet is an experienced Geographic Information Systems (“**GIS**”) web interface and data hosting provider; and

WHEREAS, MainStreet offers custom web-based solutions to municipalities for GIS data and information; and

WHEREAS, Client desires that MainStreet provide such GIS products and services (the “**Services**”) to Client and MainStreet agrees to provide the same to the Client on certain terms and conditions.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Scope of Services: The scope, Price (including any applicable and non-refundable setup charges) and payment terms for the Services to be provided by MainStreet are more fully set forth on Exhibit A which is attached hereto and incorporated herein by reference
2. Performance: Subject to Client’s timely delivery of its first scheduled payment, MainStreet shall make the Services available to the Client no later than **July 1<sup>st</sup>, 2018** (the “Effective Date”).

3. Term: The initial term of this Agreement shall run for **twelve (12) months** starting on the Effective Date (the “**Term**”). The Term will be automatically renewed for successive one-year periods until this Agreement is either cancelled or terminated.
4. Cancellation: Either Party may decide not to automatically renew the Term and thereby cancel this Agreement by delivering written cancellation notice to the other Party (at their respective addresses written above) no later than thirty (30) days prior to the expiration of the then current Term, or as otherwise agreed to by MainStreet in its sole discretion and only as a courtesy to Client.
5. Refunds: There are no refunds of any portion of the Price during the first twelve (12) months of the initial Term nor ever for any applicable setup charges. To the extent that this Agreement is cancelled in accordance with section 4 above, only fully unused calendar months of Service may be refunded to Client.
6. Termination: Upon any breach of a material term of this Agreement which remains uncured for a period of seven (7) calendar days after written notice of the same is provided to the breaching Party, the non-breaching Party shall have the right to immediately terminate this Agreement for cause.
7. Material Terms: Client acknowledges and agrees that prompt payment is an essential and material part of this Agreement. If Client fails to promptly deliver undisputed invoice amounts owed to MainStreet by the invoice due date, Client shall be deemed to be in default and Client’s access to the Services may be immediately suspended. If Client cures such default by paying the full outstanding invoice amounts (plus any applicable late fees) before the expiration of the seven (7) business day cure period, Client’s access to the Services shall be restored.
8. Intellectual Property: MainStreet reserves and retains ownership of all its intellectual property rights and nothing contained herein shall be deemed to grant any such rights to Client. While MainStreet may not own the underlying GIS data it gathers or conveys, MainStreet does own

the copyright in and to the way such data is organized, expressed, formatted, pictured, printed, and otherwise presented.

9. Right to Data: Subject to the terms and conditions of this Agreement, MainStreet hereby grants to Client the right to access and use data through MainStreet's website. If Client discontinues the Services, it shall not be entitled to any further benefit of the MainStreet Services. In such case, the Client shall immediately cease and refrain from all further use of the MainStreet data and Services.

10. Representations and warranties:

10.1 By MainStreet: MainStreet represents and warrants that: (a) it has the full right and authority to enter into this Agreement; (b) nothing in this Agreement will cause it to be in violation of its other contractual obligations; and (c) it has the permission to use any trademarks or materials protected under copyright used in connection with the Services; and (d) it will not violate the intellectual property rights of any third parties.

**DISCLAIMER: MainStreet does NOT warrant or promise that the Services will be uninterrupted or error-free. MainStreet does not make any warranty as to the quality, accuracy, or reliability of its Services, or any results or content derived therefrom. MainStreet expressly disclaims any warranty of merchantability or fitness for any particular purpose and MainStreet will not be responsible for any damages that Client may incur as a result of its reliance upon the Services, including but not limited to loss of data (whether resulting from MainStreet delays, power outages, or otherwise), non-deliveries or service interruptions (whether caused by Client or otherwise). MainStreet makes no guarantee of minimum speed or availability of end-to-end connections. MainStreet expressly limits its damages to the Client for any non-accessibility time or other down time to the pro-rata monthly charge during the systems' unavailability. Client understands that MainStreet provides the Services without any warranties and strictly on an "as-is" and "as available" basis. MainStreet exercises no control over the**

**content of information passing through the network, except for the protections set forth in section 13 below.**

10.2 By Client: Client represents and warrants that: (a) it has the full right and authority to enter into this Agreement; (b) entering into this Agreement will not result in the breach of Client's other contractual obligations; (c) Client understands and agrees that should it utilize and or rely on the MainStreet Services (and the accuracy and availability thereof) Client will do so solely at Client's own risk.

11. Limitation on Liability: Client expressly agrees that its use of and reliance upon the Services is at Client's sole risk. For the avoidance of doubt, MainStreet shall not be held liable for any direct, indirect, actual, accidental, or consequential damages arising out of Client's reliance upon the Services or Client's inability to access the Services. Under no circumstances, including negligence, shall MainStreet or its employees, members, managers, agents, attorneys, successors and assigns be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Services; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, hacking, destruction, or unauthorized access to MainStreet records, programs, or Services. Client hereby acknowledges that this paragraph shall apply to all the Services including content on any MainStreet server. In any case, the full extent of MainStreet's liability to Client shall be capped at the amount actually paid by Client to MainStreet over the most recent twelve (12) months period.

12. Indemnification: Client agrees to defend, hold harmless, and indemnify MainStreet from any and all allegations, demands, claims, liabilities, losses, and costs, including reasonable attorneys' fees, asserted against MainStreet or any of MainStreet's employees, members, managers, agents, attorneys, successors or assigns arising out of the performance or nonperformance of obligations arising out of this Agreement or of the quality of any of the Services (including but not limited to MainStreet products). This obligation shall include but not be limited to the following: personal injury or injury to property caused by the Services

and any products available on or through the Services; claims that content or other material supplied by Client to MainStreet as part of the Services violates or otherwise infringes upon the intellectual property rights of another; copyright infringement; and any defective or incorrect data (including GIS data) provided by Client to be hosted on a MainStreet Server.

13. Lawful Purpose: Client may only use the Services for lawful purposes and Client agrees to refrain from transmitting any material in violation of federal, state or local laws or regulations.
14. Governing Law & Jurisdiction: This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to any conflicts of law principles. Any dispute between the Parties shall be resolved by final, binding arbitration before a single arbitrator appointed by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the rules of the AAA and shall be held in Springfield, Massachusetts. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. By signing this Agreement, the parties waive any right to jury trial in any disputes arising with respect to the Agreement.
15. Miscellaneous: This Agreement, including Exhibit A, represents the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior negotiations, representations, or understandings, either oral or written, and may not be modified or amended except by a writing signed by both Parties. MainStreet may assign this Agreement, in whole or in part, in its sole discretion. Any assignment by Client is void except by the express written permission of MainStreet. This Agreement shall be binding upon and inure to the benefit of MainStreet’s heirs, successors, and assigns. If any provision of this Agreement is deemed invalid, illegal or unenforceable under applicable laws or regulations, either such provision will be deemed amended to conform to such laws or regulations without materially altering the intentions of the parties and enforced accordingly, or it shall be stricken and the remainder of this Agreement shall remain in full force and effect. This Agreement may be executed in counterparts, which together shall be deemed one instrument. Signatures transmitted by facsimile or .PDF shall be acceptable as originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MainStreetGIS, LLC

“CLIENT”

William Tingle

[Signature]

James A. Diossa, Mayor

Client's Printed Name



By: William Tingle

By: \_\_\_\_\_

Its: Owner

Its: \_\_\_\_\_

Reviewed By: Finance Director  
Leonard Morganis  
[Signature] 6/14/18

Approved as to form and correctness

[Signature]  
City Solicitor

## EXHIBIT A

### Price, Payment Terms, and Scope of Services

Price: \$4900 per term.

Initial Setup Cost: \$0

Hourly Rate: \$100

#### Payment Terms:

First Term Period: Payment due in full within 30 days of the Effective Date.

Subsequent Term Periods: Payment due in full within 30 days of the anniversary of the Effective Date.

#### Scope of Services:

##### 1. Web GIS Hosting

Client's GIS data layers along with other regional, state, federal, and aerial imagery layers will be made available online and hosted in the MainStreetMaps Web GIS application.

One Web GIS site will be provided for public access.

One private Web GIS site will be provided for internal use by Client and optionally password-protected.

Changes to the Web GIS site(s) may be requested at no cost for the first 30 days following the Effective Date. Changes requested after 30 days may be billed for at the current Hourly Rate.

The Web GIS site(s) will be updated with an up-to-date GIS Parcel layer following each completed Tax Map Update. New and up-to-date versions of other GIS layers may be installed once per year at no additional cost to Client while additional GIS layer installations may be billed for at the current Hourly Rate.

##### 2. Online Property Information

A dynamic online Property Card derived from Client's property information database (CAMA) and/or a link to a PDF version of Client's official property cards will be provided and made accessible from within the Web GIS application.

\*The Dynamic Property Card will be updated with new CAMA data once per

DAY\*\*  MONTH  QUARTER  YEAR  OTHER \_\_\_\_\_  N/A.

OPTIONS:  Update valuations annually only

Update ownership and owner mailing addresses daily

CAMA extract table for in-house use via FTP download

*\* Client understands that timely delivery of its current and complete CAMA database is required for each update.*

*\*\* Requires installation of a custom database export application and Scheduled Task setup. May require Client's IT staff for server access, user permissions, etc. Client understands that changes to Client's own computers such as changes to network locations, software, directory structure, permissions, etc. may cause the update process to fail. Daily updates may occasionally fail to complete for various reasons and will be resolved in a timely manner.*

PDF property cards must be generated by Client and may be updated once per

DAY\*  MONTH  QUARTER  YEAR  OTHER \_\_\_\_\_  N/A.

*\* An FTP directory will be provided where Client may upload new files at any time. New files will usually become live within 24 hours.*

The Web GIS will also link to Client's CAMA vendor's online property card or property information web page, where available.

### 3. GIS Tax Map Update

Client's cadastral GIS database for generating tax maps will be updated sufficiently to produce a new set of printed tax maps. Client understands that each update is based on surveys, maps, and notes as provided by Client and that deed research is not available under this scope.



Tax maps will be updated

CONTINUOUSLY  MONTHLY  QUARTERLY  ANNUALLY

OTHER \_\_\_\_\_  N/A.

Client agrees that a successful map update requires a review process and approval of all parcel and other tax map changes by Client. Review maps in PDF format will be provided until a final set of tax maps is approved by Client and printed copies will be delivered after this approval.

#### 4. PDF Tax Map Export

A new set of tax maps will be provided to Client in PDF file format following each completed GIS Tax Map Update.

#### 5. Online PDF Tax Maps

A new set of PDF tax maps will be made available for download from the Client's Web GIS following each completed GIS Tax Map Update.

#### 6. Printed Tax Maps

Replacement large format printed map sheets will be printed and delivered for those tax maps that have had parcel boundary changes, following each completed GIS Tax Map Update.

Once per year, one complete set of full-size tax maps and one complete set of 17" x 11" tax maps will be printed and delivered. Client may optionally choose replacement map sheets instead of a complete set.

#### 7. Data Delivery

Following each completed GIS Tax Map Update, the following up-to-date deliverables will be

provided to Client for internal use and distribution at Client's discretion:

- Parcel shapefile
- Parcel shapefile joined to CAMA
- Parcel shapefile prepared for use with Client's in-house CAMA software

## 8. Data Distribution

GIS data files will be provided to 3<sup>rd</sup> parties upon request following approval from Client and MainStreet may charge a fee to 3<sup>rd</sup> parties for setup and delivery of the requested data.

MainStreet may invoice Client at the current Hourly Rate for setup and delivery to Client or 3<sup>rd</sup> parties of requested GIS data files other than standard deliverables as noted under Section 7, Data Delivery.