

# EL PASO COUNTY



## INFORMATION TECHNOLOGIES DEPARTMENT

Date: 8/15/07

*Item No. 6.a.*

To: Board of County Commissioners

From: Bill Miller, Chief Information Officer

Subject: BOCC Agenda Item for August 23, 2007

### SUMMARY:

This agenda item requests adoption of the revised Geographic Information System Product Distribution Policies. The policies define the requirements to license and use County owned GIS products. The County develops and maintains a GIS to support the statutory functions and public services it provides. Distribution policies establish a simple, fair and consistent product delivery process. Approval of these policies will result in four outcomes:

1. Reduce fees for all County owned GIS products
2. Eliminate double charging for Colorado Springs Utilities Owned GIS data
3. Add low volume data to the public domain
4. Authorize County Administrator to facilitate partnerships using GIS products

The policy changes were presented at the June 18, 2007 Elected Officials and Directors Meeting.

### BACKGROUND:

Most Colorado local governments regulate the distribution of GIS products. The County manages geospatial data as a taxpayer owned asset rather than a simple file on a computer system. Resolution 96-86 in March of 1996 established Geographic Information System Distribution Policies. Resolution 03-498 revised the policies in December 2003.

FINANCIAL IMPLICATIONS SUMMARY: N/A

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION CONCERNING DISTRIBUTION OF  
GEOGRAPHIC INFORMATION SYSTEM PRODUCTS

RESOLUTION NO. \_\_\_\_\_

WHEREAS, El Paso County maintains a Geographic Information System (GIS) to support the statutory functions and public services it provides; and

WHEREAS, the content, nature, and organization of GIS products is of significant value to County, public and private interests; and

WHEREAS, Colorado Revised Statutes 24-72-203(4) authorize the State of Colorado and its political subdivisions to obtain and enforce trademark or copyright protection for any public record; and

WHEREAS, Colorado Revised Statutes 24-72-205(4) authorize the State of Colorado and its political subdivisions to recover the actual incremental costs of providing public records together with a reasonable portion of the costs associated with building and maintaining the information system; and

WHEREAS, the Board has reviewed the policies and determines it would be in the best interest of the public to provide access to GIS products in the manner described herein;

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the Geographic Information System Product Distribution Policies as attached hereto and incorporated by reference herein as Exhibit A;

BE IT FURTHER RESOLVED the provisions of this Resolution shall be effective immediately and shall remain in effect until otherwise revised or repealed by resolution of the Board or by law;

AND BE IT FURTHER RESOLVED all previous Board resolutions and polices are hereby repealed to the extent they are inconsistent with this Resolution.

DONE THIS        day of August 2007, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

ATTTEST:

BY \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Deputy County Clerk



## Exhibit A Geographic Information System Product Distribution Policies

### Preface

#### 1. Purpose

*Geographic Information System (GIS) Product Distribution Policies* define the requirements to license the use of El Paso County Colorado (County) GIS products to external entities. The County develops and maintains a GIS to support the statutory functions and public services it provides. Distribution policies establish a simple, fair and consistent product delivery process.

#### 2. General

- a. The County General Fund receives revenues generated by GIS Products.
- b. The County licenses GIS data for external use and retains ownership as described in end user license agreements.
- c. The County licenses GIS data in individual tiles. A continuous grid of 4000-foot-by-4000-foot units or tiles defines the County tile pattern. The tile pattern is available for download from the County website.
- d. The Information Technologies Department is responsible for policy administration.
- e. The Information Technologies Chief Information Officer is authorized to sign license agreements on behalf of El Paso County.

#### 3. Definitions

- a. GIS Data - geographic point, line and polygon features, coordinates and attributes used to map, analyze or otherwise complete County statutory or administrative functions. Common GIS data storage formats include ESRI geodatabase, ESRI shape file, ESRI coverage, geoTIFF, TIF/TFW, JPEG2000, ERDAS IMG, LAS, and XML.
- b. GIS Products - GIS data, paper maps or static map images produced from GIS in the performance of statutory or administrative functions.
- c. Local Governments - a Colorado county, municipality, city, town, taxing district, school district, special district, council of governments, or any agency or instrument of a Colorado local government.
- d. County contractors - an entity awarded a County contract resulting from an official Procurement & Contracts Department competitive bidding process. Common competitive bidding processes include request for quote, invitation for bid, request for proposal or similar.

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- e. County Partnerships - informal or special agreements made with governments, quasi-governmental entities, non-profit groups or educational institutions involving the use of County GIS Products.
- f. County Custodian - an office or employee of the County who is responsible for the development, maintenance and care of a GIS Product
- g. Quasi-Governmental Entity - a regulatory, coordination, oversight or other public interest entity that is not a political subdivision or has no authority to levy taxes. Examples include non-profits, study groups, associations, boards, alliances and commissions.
- h. Standard Map - a thematic graphical product, constructed from GIS data, printed on paper or published in a digital image format. Standard maps typically contain a design layout and content template and are pre-formatted to meet a common or recurring request. County standard maps are 8.5" X 11", 8.5" X 14", 11" X 17", 24" X 36", 30" X 36" or 36" X 48" in size.
- i. Custom Map - a thematic graphical product, constructed from GIS data, printed on paper or published in a digital image format. The public, businesses, government or other external entities request County custom maps. These maps include a custom subject and content or are a variation of the size, content or layout of a standard map.
- j. Assessor GIS Parcel Feature Data - the electronic mapping of County land ownership tracts used in apportioning taxes. See the County website for additional details on this data set.
- k. LIDAR Elevation Point Feature Data - a dense geospatial network of elevation reference points. The distance between elevation points varies from 10 to 20 feet. See the County website for additional details on this data set.



## Map Composition Distribution Policy

### 1. Purpose

The policy establishes the parameters and fees for distributing GIS based paper or digital image map compositions.

### 2. Scope

#### a. The policy covers:

- i. Paper maps and map images produced or derived from GIS data;
- ii. Output from software capable of reading and rendering GIS data including GIS, computer aided drafting and graphic arts;
- iii. All users of County maintained networks, software and systems

#### b. The policy does not cover:

- i. Maps, images or products produced by software that does not use or incorporate GIS data;
- ii. Internet mapping applications (e.g. ESRI ArcGIS Server/ArcIMS site) that deliver map images as part of the routine function of the application.
- iii. Map series images downloadable from the County website including parcel and zoning map sheets;
- iv. County park maps, park images or park brochures

#### c. The policy does not set the fees for Assessor parcel maps, Clerk & Recorder election and political representation maps or the Department of Transportation Highway map.

### 3. Description

#### a. Standard Maps

- i. Standard maps include office or department products that use a standard design and content layers and an area of interest that may change from map to map.
- ii. Standard maps include a copyright and usage restrictions as printed on the final product.
- iii. The County makes no warranty as to the fitness and or suitability of the final product.

#### iv. Standard Map Fees

8.5" X 11" - \$3

8.5" X 14" - \$5

11" X 17" - \$10

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24" X 36" - \$20

30" X 36" - \$30

36" X 48" - \$40

b. Custom Maps

- i. Custom maps are available at the discretion of individual county offices or departments. The County reserves the right to refuse requests for custom maps and considers these requests when workload permits.
- ii. Map use is subject to copyright and other restrictions printed on the final product.
- iii. The County makes no warranty as to the fitness or suitability of final products.
- iv. Customers will be charged \$75/hour for time spent by County staff in preparing, printing and delivering custom maps. A GIS data surcharge will apply to custom maps larger than 187 square inches (11" X 17").
- v. A \$40 data surcharge applies to custom maps having a final paper size with a square area greater than 187 inches (11" X 17") and equal to or less than 1728 inches (36" X 48").
- vi. A \$0.05/in<sup>2</sup> data surcharge applies to custom maps having a final paper size with a square area greater than 1728 inches (36" X 48").

c. Assessor Parcel Maps

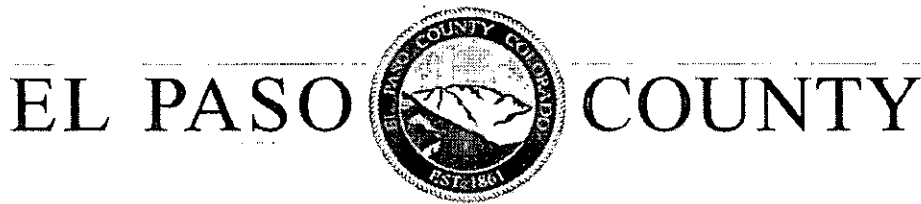
- i. Maps have a standard design and content and are pre-formatted to meet a common or recurring request.
- ii. Maps primarily contain parcel feature and annotation data maintained by Assessor GIS staff.
- iii. The Assessor develops and distributes these maps.
- iv. The Assessor establishes map sizes and fees.

d. Clerk & Recorded Election and Political Representation Maps

- i. Maps depict election precincts, polling places, state representative districts, state senate districts or County commissioner districts.
- ii. Maps have a standard design and content and are pre-formatted to meet a common or recurring request.
- iii. Maps primarily contain election or political representation features developed and maintained by Clerk & Recorder GIS staff.
- iv. The Clerk & Recorder develops and distributes election and political representation maps.
- v. The Clerk & Recorder establishes map sizes and fees for election and political representation maps.

e. Department of Transportation Highway Map

- i. Map depicts County maintained roads and related public works features maintained by DOT GIS staff.
- ii. Map has a standard design and content and is pre-formatted to meet a common or recurring request.
- iii. The Department of Transportation develops and distributes the Highway Map.
- iv. The Department of Transportation establishes map size and fees.



## GIS Data Distribution Policy

### 1. Purpose

The policy establishes license requirements and fee schedules for distribution of GIS Data.

### 2. Scope

#### a. The policy covers:

- i. Delivery of GIS Products to all entities except County contractors and County partnerships;
- ii. GIS Data that El Paso County developed, purchased or otherwise wholly owns or has a legal right to distribute through MOU or IGA;
- iii. Features and derivatives of parcels, elevation points, aerial photography, political districts and election precincts

#### b. The policy does not cover:

- i. Delivery of GIS Data regulated by an existing Intergovernmental Agreement, Memorandum of Understanding or contract;
  - ii. Generally available or public domain GIS Data available from other non-County entities;
  - iii. County boundary, townships, sections, survey points, national forest boundary and military boundary GIS data maintained by the County Assessor. These GIS data sets are generally available by download from the County website or by directly contacting the Assessor GIS Mapping Office;
  - iv. City limit, school district, fire district, water/sanitation/metropolitan district and similar special district boundary GIS data maintained by the County Assessor. These GIS data sets are generally available by download from the County website or by directly contacting the Assessor GIS Mapping Office.
  - v. Major highways, railroads, zoning polygons, land use polygons, DOT maintained road centerlines, parks and trails. These GIS data sets are generally available by download from the County website
  - vi. Data sets that are not specifically referenced in the scope of this policy and are designated for public domain distribution by County Custodians.
- c. The County does not distribute data sets owned by Colorado Springs Utilities, El Paso - Teller E911 Authority or other governments.

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3. Description

- a. Recipients complete a Geographic Information System Product License Agreement before the County delivers GIS Data. Attachment 1 of this document is the Geographic Information System Product License Agreement.
- b. Recipients pay applicable license fees before the County delivers GIS Data.
- c. Each County Custodian authorizes the release of their GIS products. The County does not release GIS Products without the written approval of the corresponding County Custodian.

4. Assessor GIS Parcel Feature Data Fee Schedule

- a. The County Assessor is the Custodian of GIS Parcel Features.
- b. 3 Year Short Term License with semiannual update (upon request)
  - i. First tile: \$150
  - ii. 2 - 999 tiles: \$10/tile
  - iii. 1000 or more tiles: \$10,000
- c. 10 Year Intermediate Term License with semiannual update (upon request)
  - i. First tile: \$200
  - ii. 2 - 999 tiles: \$30/tile
  - iii. 1000 or more tiles: \$30,000
- d. 25 Year Long Term License with semiannual update (upon request)
  - i. First tile: \$250
  - ii. 2 - 999 tiles: \$75/tile
  - iii. 1000 or more tiles: \$75,000
- e. Colorado Springs Utilities (CSU) owns GIS parcel data in portions of the County within their service territory. The County refers requests for CSU owned GIS parcel data to CSU. See Figure A for a map of CSU owned GIS parcel data.

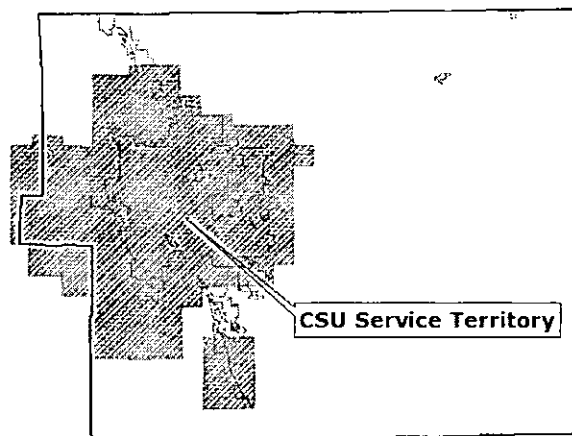


Figure A - Colorado Springs Utilities Service Area

5. LIDAR Elevation Point Feature Data Fee Schedule

- a. The Information Technologies Department is the Custodian of LIDAR Elevation Points.
- b. Three (3) Year License
  - i. \$100/tile

6. Aerial Photography Data Fee Schedule

- a. The Information Technologies Department is the Custodian of Aerial Photography.
- b. The license rate covers both current and historic aerial photography.
- c. Aerial photography data sets acquired through the Pikes Peak Geospatial Alliance have license rates that are subject to change. Consult the El Paso County website for current license rates as established in the governing MOU for each aerial photography data set.
- d. Three (3) Year License of County wholly owned aerial photography data sets.
  - i. 1 foot or greater resolution - \$50/tile
  - ii. Less than one foot resolution - \$100/tile

7. Clerk & Recorder Political Districts & Precincts

- a. The County Clerk & Recorder is the Custodian of Political Districts & Precincts.
- b. Countywide political districts include Colorado State Senate, Colorado State House of Representatives and El Paso County Commissioner district boundaries.
- c. Election precincts are the smallest geographic designation of US voting subdivisions.
- d. Three (3) Year License
  - i. \$50 for all countywide political subdivisions
  - ii. \$50 for all countywide precincts and polling places



## County Contractor GIS Data Distribution Policy

### 1. Purpose

This policy establishes the license requirements for GIS data distribution to County contractors.

### 2. Scope

- a. The policy covers delivery of GIS Data to County contractors.
- b. The County does not release data sets it does not own nor has no legal right to distribute. The County will provide a list of public domain data sources to contractors upon request.
- c. The County does not release incomplete, draft or development stage GIS data.

### 3. Description

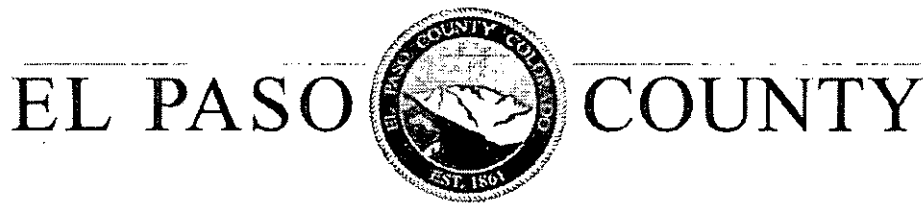
- a. The County contract or project manager makes requests for GIS Products to Information Technologies on behalf of the contractor.
- b. The County contract manager will provide a description of the proposed use of each geospatial data set requested.
- c. *The County does not honor open-ended requests for 'everything you have'.*
- d. Each County Custodian authorizes the release of their GIS products. The County does not release GIS Products without the written approval of the corresponding County Custodian.
- e. Contractors will complete a Geographic Information System County Contractor Product License Agreement before the County delivers GIS Products. Attachment 2 of this document is the *Geographic Information System County Contractor Product License Agreement*.
- f. Contractors are encouraged to complete a GIS license agreement at the time of initial project contracting.
- g. Allow two to four weeks delivery time after IT receives a signed license agreement.

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## County Partnership GIS Data Distribution Policy

### 1. Purpose

This policy defines the process for distributing GIS Products to entities working in cooperation with the County on joint or mutual aid ventures.

### 2. Scope

#### a. The policy covers:

- i. Informal partnerships with governments, quasi-governmental entities, non-profit groups and educational institutions;
- ii. Situations when the value of GIS Products qualifies as the County component of an in-kind contribution or local matching fund for grants or cooperative projects

#### b. The policy does not cover:

- i. Formal legal partnerships (MOU, IGA, etc.);
- ii. County contractors;
- iii. Contractors working for local, state, or federal governments

#### c. This policy is not a substitute for establishing formal agreements to govern the continuing or long-term use of GIS Products by federal, state or local governments.

### 3. Description

- a. The GIS Map Composition and Data Distribution Policies establish the value of GIS Products used for County partnerships.
- b. The County Administrator authorizes the use of GIS Products for County partnerships.
- c. The County Administrator will formally notify Information Technologies of the decision to use GIS products in County partnerships. The notification contains a list of GIS products and the project area of interest.
- d. Information Technologies will facilitate the completion of license agreements and deliver GIS Products.
- e. The County Administrator and Information Technologies will present an annual report on the use of GIS Products in County partnerships to the Board of County Commissioners. The report will include the total value of GIS Products used in partnerships based on the fee schedules established in the General GIS Data Licensing Policy.
- f. All county partnership recipients of GIS Products will execute a Geographic Information System Product License Agreement.

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# Attachment 1

## EL PASO COUNTY, COLORADO

### Geographic Information System Product License Agreement

The undersigned on behalf of

[insert Customer name]

(hereafter referred to as "the Customer") in accepting from El Paso County (hereafter referred to as "EPC") Geographic Information System (GIS) Products, hereby acknowledges the limitations of the Products and the information contained therein and restrictions on its use:

1. EPC grants the Customer a non-exclusive, non-transferable license to use the Products for internal use by the Customer and its clients and contractors. The Products are being provided to the Customer for the sole purpose of:

[insert Customer usage parameters]

2. The Products provided are:

[insert list of GIS Products to be provided to Customer]

3. Customer is granted the right to use the products from [begin date] to [end date].

4. Delivery of the Products to the Customer shall be made by EPC only after the Customer has fully executed this unmodified agreement and returned it to EPC Information Technologies.

5. This Agreement does not constitute a sale of any title or interest in the Products. EPC reserves all rights not expressly granted to the Customer by this Agreement.

6. The Customer understands this is a one-time delivery and that EPC has no responsibility for updating the Products or information contained therein.

7. Upon any termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, and the Customer shall immediately discontinue all use of the Data and delete the Data from their files and storage media. Upon EPC's request, the Customer shall promptly confirm in writing that they have complied with the foregoing.

8. The Products are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information or retrieval system for any non-approved purpose without the expressed written permission of EPC. The Customer shall not license, sublicense, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of EPC.

9. The Products have been developed solely for internal use only. The Customer understands and acknowledges that EPC geospatial data in the Products are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCE SHALL EPC MAPPING BE USED FOR FINAL DESIGN PURPOSES. EPC makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, nor accept any liability, arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Products for a particular purpose.

10. EPC is not responsible for incidental, consequential, or special damages arising out of the use of the Products provided the Customer. The Customer agrees that the Products shall be used and relied upon only at the risk of the Customer. To the extent permitted by law, the Customer agrees to indemnify and hold harmless EPC, its officials, officers, employees and servants from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing, using or communicating the Products or information contained therein. Nothing in this section shall be deemed to waive or otherwise limit the defense available to either the Customer or EPC pursuant to the Colorado Governmental Immunity Act or as otherwise provided by law.

11. In the event the Customer breaches any of the terms, conditions, covenants, or agreements contained in this Agreement, not only shall the license granted herein immediately cease, but EPC shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

12. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by EPC or the vendors furnishing said items to EPC.

13. This Agreement embodies the entire agreement between the Customer and EPC. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or motive not set forth herein. No additional agreements or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties.

14. Neither this Agreement nor the rights granted by it shall be assigned or transferred by the Customer under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

15. The Customer will do or cause to be done all things necessary to preserve its rights and meet its obligations under this Agreement.

16. This Agreement contains no financial commitments on the part of EPC, and any financial commitments on the part of EPC that become a part of this Agreement are subject to the appropriation by the Board of County Commissioners of El Paso County, Colorado.

17. This Agreement shall be governed by the laws of the State of Colorado.

18. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this Agreement shall be El Paso County, Colorado.

19. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable.

20. The undersigned warrants to EPC that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement.

21. Other restrictions imposed on the use of such products are:

*insert usage restrictions*

Signature line:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company or Organization Name

Approved:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

El Paso County

**Attachment 2**  
**EL PASO COUNTY, COLORADO**  
**County Contractor**  
**Geographic Information System**  
**Product License Agreement**

**RECITAL**

The El Paso County, Colorado Board of County Commissioners authorizes the distribution of Geographic Information Systems (GIS) Products to County contractors by way of a license agreement,

insert Contractor name

, (hereafter "the Contractor") desires to enter into such an agreement with El Paso County (hereafter EPC)

NOW THEREFORE, this Agreement is made insert date, by and between El Paso County (EPC) and the Contractor.

The parties understand that they are independent contractors, and that this Agreement does not create a joint venture, partnership, or other similar relationship between them. Further, no agent, employee, or servant of the Contractor shall be deemed to be an employee of EPC.

The undersigned warrants to EPC that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Contractor and be bound to perform its obligations under this Agreement.

**1. EPC'S AGREEMENT TO PROVIDE PRODUCTS:**

EPC agrees to provide the following geospatial data:

insert list of GIS Products to be provided

in an area described as follows:

insert project area of interest description

approximate area in square mile(s): insert approximate square mileage

more or less, to conform to the requirements of EPC Contract or Purchase Order number: insert purchase order/contract number (hereafter "the Purchase Order(s)").

a. EPC agrees to deliver Products to the Contractor within thirty (30) days of Contractor's execution of the original of this Agreement and its return to EPC, provided that EPC has the products available for delivery to the Contractor. EPC and the Contractor understand that this Agreement facilitates a one-time delivery of EPC's Product. This Agreement is not intended to impose upon EPC any duty to provide the Contractor with Products on any ongoing basis. Further, EPC has no duty or responsibility for updating the Products contained therein. EPC may provide semi-annual updates of the Products to the Contractor as consideration for any updated data and information the Contractor may acquire and provide to EPC as such data becomes available in the future.

b. EPC makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, nor accept any liability, arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Products for a particular purpose.

## 2. CONTRACTOR'S AGREEMENT TO PROVIDE DATA:

a. As consideration under this Agreement, and in exchange for the use of the County's data provided to the Contractor, the Contractor shall provide EPC with the following:

*[insert list of GIS Products to be provided by Contractor]*

b. Unless otherwise provided for in the Purchase Order(s), the Contractor agrees to deliver its data in an electronic format meeting the spatial accuracy and database design requirements developed for use by contractors to the County in planning, designing, engineering, and constructing land, facilities and utilities development projects.

c. The Contractor agrees to provide EPC with the following, hereinafter referred to collectively as "Material": copies of any physical material, photographs, reports, drawings, studies, maps, documents, databases, or other tangible compilations of information or data listed as end products in Exhibit A of the Memorandum of Understanding referred to in paragraph 2.a. above.

## 3. TIME OF CONTRACTOR'S PERFORMANCE AND USE OF EPC PRODUCTS:

The Contractor is granted the right to use the Products EPC provides to it for the period of the Purchase Order(s), but in no instance beyond *[insert date]*, at which time the Contractor shall cease all use of the Products, and shall delete the EPC Products data from their computer systems. This grant of time shall be renewable by mutual consent of the parties.

## 4. RESTRICTIONS ON CONTRACTOR'S USE OF GIS PRODUCTS:

The undersigned authorized agent of the Contractor acknowledges that El Paso County has imposed upon the Contractor certain limitations and restrictions on the use of the Products and the information contained therein as follows:

a. EPC grants the Contractor the right to use EPC's Products solely for the Contractor's internal use and as specified in paragraph 2 above. EPC prohibits the release of its Products by the Contractor to any third party contractor without the written permission of EPC. The Contractor agrees to use GIS Products for the following sole purpose:

*[insert Contractor usage parameters]*

Any other use of GIS Products shall be deemed a breach of this Agreement. The Contractor agrees to allow EPC to inspect the Contractor's records regarding any possible misuse of GIS Products or their unauthorized release to third parties.

b. This Agreement does not constitute a sale of any title or interest in the Products. EPC reserves all ownership rights to its Products and such other rights not expressly granted to the Contractor by this Agreement.

c. The Products are protected by the copyright laws of the United States and are being furnished with all rights reserved. The Contractor shall not copy or transmit in any form or by any means whatsoever EPC's Products, including but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information or retrieval system for any non-approved purpose without the expressed written permission of EPC. The Contractor shall not license, sublicense, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to any third party without the expressed written permission of EPC. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

d. The Products have been developed solely for EPC's internal use. The Contractor understands and acknowledges that EPC's GIS database and data in the Products are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCE SHALL EPC MAPPING BE USED FOR FINAL DESIGN PURPOSES.

e. The Contractor agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by EPC or the vendors furnishing said items to EPC.

f. The Contractor will do or cause to be done all things necessary to meet the restrictions imposed on the use of the Products and to meet its obligations under this Agreement.

#### **5. BREACH OF AGREEMENT, DAMAGES, CLAIMS:**

a. In the event the Contractor breaches any of the terms, conditions, covenants, or agreements contained in this Agreement, the license granted herein shall immediately cease, and EPC shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

b. Upon any termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, and the Customer shall immediately discontinue all use of the Data and delete the Data from their files and storage media. Upon EPC's request, the Customer shall promptly confirm in writing that they have complied with the foregoing.

c. EPC is not responsible for incidental, consequential, or special damages arising out of the use of the Products provided to the Contractor. The Contractor agrees that the Products shall be used and relied upon only at the risk of the Contractor. The Contractor agrees to indemnify and hold harmless EPC, its officials, officers, employees and servants from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing, using or communicating the Products or information contained therein.

#### **6. MISCELLANEOUS:**

a. This Agreement contains no financial commitments on the part of EPC, and any financial commitments on the part of EPC that become a part of this Agreement are subject to the appropriation by the Board of County Commissioners of El Paso County, Colorado.

b. This Agreement shall be governed by the laws of the State of Colorado.

c. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this Agreement shall be El Paso County, Colorado.

d. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable.

e. This Agreement together with the terms of the Purchase Order(s) embodies the entire agreement between the Contractor and EPC. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or motive not set forth herein. No additional agreements or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement  
this            day of

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

For El Paso County: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
County Attorney