

RESOLUTION NO. 20

SERIES 2000

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
SUMMIT COUNTY AND THE TOWNS OF DILLON, FRISCO AND SILVERTHORNE
CONCERNING DIGITAL ORTHO-IMAGERY

WHEREAS, governmental entities are authorized by Article XIV of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one another to provide any function, service, or facility lawfully authorized to each of the co-operating or contracting governmental entities; and

WHEREAS, a proposed Intergovernmental Agreement between the Town, Summit County, and the Towns of Dillon, Frisco and Silverthorne related to digital ortho-imagery has been prepared; and

WHEREAS, the Town Council has reviewed the proposed Intergovernmental Agreement and finds and determines that it would be in the best interest of the Town to enter into such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO, as follows:

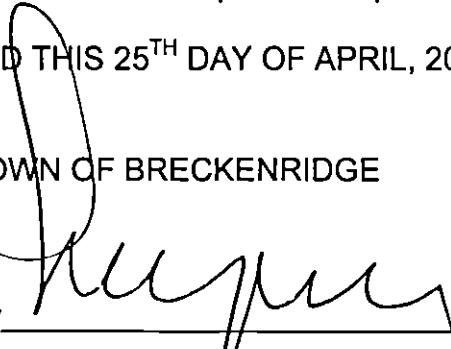
Section 1. The proposed Intergovernmental Agreement with Summit County and the Towns of Dillon, Frisco and Silverthorne related to digital ortho-imagery ("Exhibit "A" hereto) is approved, and the Town Manager is hereby authorized, empowered and directed to execute such Agreement for and on behalf of the Town of Breckenridge.

Section 2. This Resolution shall become effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2000.

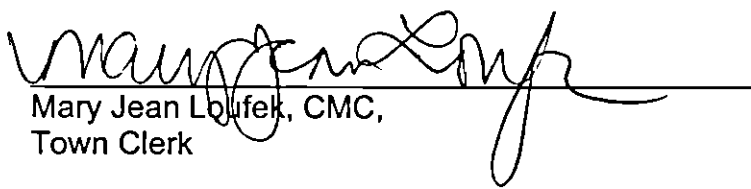
TOWN OF BRECKENRIDGE

By



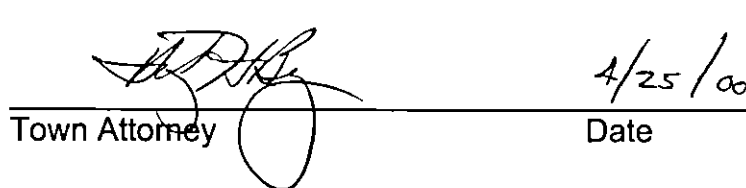
Sam Mamula, Mayor

ATTEST:



Mary Jean Lofek, CMC,
Town Clerk

APPROVED IN FORM



Town Attorney

4/25/00
Date

DIGITAL ORTHO-IMAGERY PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2000, by and between the Board of County Commissioners of Summit County, Colorado ("County") and the Towns of Breckenridge, Dillon, Frisco, and Silverthorne, Colorado ("Participants"), for the purpose of jointly developing and utilizing digital ortho-imagery for a portion of the land within Summit County Colorado as depicted in Exhibit A attached hereto.

1. For the purposes of this agreement, the term digital ortho-imagery is defined as a digital representation of aerial photography usable within a Geographic Information System (GIS).
2. The digital ortho-imagery being developed and utilized under this agreement shall be prepared by IntraSearch, Inc., in accordance with the specifications in its proposal dated January 18, 2000 attached as Exhibit B hereto.
3. The Participants agree to pay the County the sums listed below for the digital ortho-imagery. The County agrees to bill the Participant as soon as delivery of the digital ortho-imagery is accepted from IntraSearch, Inc. The Participants agree to reimburse the County within thirty days of receipt of such bill. The percentage of total column describes the percentage of total costs allocated to each of the Participants based on the area included within each Participant's three-mile plan.

Participant	Amount	Percentage of Total
Breckenridge	\$ 9,650	13.8 %
Dillon	\$ 3,950	5.6 %
Frisco	\$ 4,000	5.7 %
Silverthorne	\$ 4,350	6.2 %
County	\$ 48,050	68.7 %
TOTAL	\$ 70,000	100.0 %

Gross revenues generated from the resale or licensing of digital ortho-imagery or hard copy products developed as part of this project by IntraSearch will be allocated among the Participants based on the percentages listed above. IntraSearch, Inc. will account for all resale and licensing at the end of each quarter, and pay the County 50% of the gross revenues for licensing of the digital imagery and 10% for resale of other products, including reprints and enlargements of the aerial photography acquired for this project by IntraSearch. The County will subsequently distribute the revenues received from IntraSearch to the Towns within thirty days of receipt. The distribution of revenue from resale and/or licensing of digital ortho-imagery shall continue until June 30, 2003. Following that date, IntraSearch shall no longer be required to share revenues from licensing or resale with County. County and Participants shall also be allowed to resell, license and distribute digital ortho-imagery following such date.

4. (a) Except as specifically provided for herein, Participants and the County may not disseminate the digital ortho-imagery to third parties. Contractors and consultants performing work for any party hereto may be allowed access to the digital ortho-imagery for use in the performance of such work.

(b) Public access to the digital ortho-imagery is allowed but shall be restricted to viewing only on Participants' and the County's computer systems, over the Internet, or on printed hard copy products (unless such restriction is determined to be prohibited by law by a court of competent jurisdiction). In the event that Internet access to the imagery is provided, the Participants and the County shall not allow the imagery files to be downloaded from their computer systems or servers. Prior to any display of the imagery over the Internet, a

disclaimer must be displayed stating that the Participants and County assume no responsibility for the accuracy of the digital ortho-imagery and that the digital ortho-imagery shall be used and relied on at the sole risk of the user.

(c) Any hard copy of the digital ortho imagery shall bear a disclaimer that the Participants and County assume no responsibility for the accuracy of the digital ortho-imagery and that the digital ortho-imagery shall be used and relied on at the sole risk of the user.

5. Should any provision herein be declared void or unenforceable by any judicial authority, such declaration shall not affect the validity or enforceability of any other provision.
6. THE DIGITAL ORTHO-IMAGERY IS PROVIDED "AS IS", AND EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE DIGITAL ORTHO-IMAGERY INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. EACH PARTY HERETO AGREES TO INDEMNIFY AND HOLD THE OTHER PARTIES HARMLESS FROM ANY LOSS, COST, EXPENSE, DAMAGE, OR LIABILITY, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF SUCH PARTY'S USE OF THE DIGITAL ORTHO-IMAGERY, INCLUDING ANY USE BY A THIRD PARTY ALLOWED ACCESS TO THE DIGITAL ORTHO-IMAGERY BY SUCH PARTY.
8. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages or to bring suit, action or other proceeding against any party hereto.
9. This Agreement constitutes the entire understanding of the Parties and may only be modified or amended by written agreement, executed by all parties hereto.

SUMMIT COUNTY, COLORADO

By: _____ Date: _____
Robert C. Taylor, County Manager

TOWN OF BRECKENRIDGE

By: _____ Date: _____

TOWN OF DILLON

By: _____ Date: _____

TOWN OF FRISCO

By: _____ Date: _____

TOWN OF SILVERTHORNE

- By: _____ Date: _____