BOCC

RESOLUTION NO. 26-42

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

RESOLUTION TO APPROVE MEMORANDUM OF UNDERSTANDING TO ACQUIRE DIGITAL ORTHORECTIFIED IMAGERY

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(d), and 30-11-107(1)(a), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board" or "County") has the legislative authority to make all contracts and do all other acts in relation to its property, when deemed by the Board to be in the best interests of the County; and

WHEREAS, the County, along with the City of Colorado Springs, Colorado Springs Utilities, Teller County, and the El Paso-Teller County E911 Authority (collectively "the Parties") entered into an agreement known as the Pikes Peak Geospatial Alliance Intergovernmental Agreement (hereinafter "IGA") dated June 24, 2004, which established the Pikes Peak Geospatial Alliance (hereinafter "PPGA"); and

WHEREAS, the Parties (collectively "the Participants") desire to acquire digital orthorectified imagery for an area encompassing El Paso County and Teller County, and to that end, desire to enter into a Memorandum of Understanding (hereinafter "MOU"), attached hereto as Exhibit A, to set forth the agreement of the Participants related to the acquisition of the digital orthorectified imagery; and

WHEREAS, the Board has determined that acquisition of the digital orthorectified imagery and participation in the MOU as herein stated will benefit and is in the best interests of the citizens of El Paso County.

NOW THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby approves the Memorandum of Understanding to acquire digital orthorectified imagery as set forth above.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners, or Vice Chair of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

DONE THIS 27th day of January 2026, at Colorado Springs, Colorado.

ATTEST:

By: _____
County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Carrie Geitner, Chair

Steve Schleiker
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Exhibit A

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is made as of the __ day of January, 2026, by and between:

- Colorado Springs Utilities, an enterprise of the City of Colorado Springs, with its principal place of business at 121 S. Tejon Street, Colorado Springs, Colorado 80903 ("Utilities")
- the City of Colorado Springs, a Colorado home rule city and municipal corporation, with its principal place of business at 30 S. Nevada Avenue, Colorado Springs, Colorado, 80903
- El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, with its principal place of business at 200 S. Cascade Avenue, Colorado Springs, Colorado, 80903
- the El Paso-Teller County E911 Authority, with its principal place of business at 2350 Airport Road, Colorado Springs, Colorado, 80910
- Teller County, with its principal place of business at PO Box 959, Cripple Creek, Colorado, 80813.

(individually referred to as "Party" or collectively as the "Parties).

WITNESSETH:

WHEREAS, the City of Colorado Springs, Utilities, El Paso County, Teller County, and El Paso – Teller County E911 Authority entered into an agreement called the Pikes Peak Geospatial Alliance Intergovernmental Agreement dated June 24, 2004 ("PPGA IGA"), attached hereto as Exhibit 1, to establish the Pikes Peak Geospatial Alliance ("PPGA");

WHEREAS, the Parties desire to be Participants, as defined in the PPGA IGA, to execute a common Memorandum of Understanding to acquire digital orthorectified imagery for an area encompassing El Paso County and Teller County in the manner described in the SOW (defined in Section 3.2, below) ("Orthoimagery Project [OP] 2026");

WHEREAS, the acquisition cost to individual Parties can be substantially reduced by jointly acquiring this data;

WHEREAS, the cost to each Party was determined by the PPGA IGA steering committee and that the PPGA IGA steering committee's cost formula takes into account factors such as the size of area of interest, overlapping areas of interest, and desired resolution and accuracy;

WHEREAS, each Party has identified funds for the joint acquisition of the digital orthorectified imagery;

WHEREAS, with respect to the OP 2026, the Parties wish to establish the funding and contracting procedure, the specification of requirements and deliverables, and the guidelines for ownership and distribution of data;

WHEREAS, as applicable, the articles and stipulations of the PPGA IGA shall be adhered to by all Parties;

WHEREAS, Utilities entered into a contract for orthorectified imagery with the Sanborn Map Company, Inc. ("Contractor") which was selected through a competitive RFP process in November 2021;

WHEREAS, each of the Parties that co-funds or solely funds any Primary Product shall receive an original copy of the OP 2026 Base Product deliverables indicated in the 2026 Scope of Work, found within Exhibit 2 – Section 10.1.

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

ARTICLE 1: COVENANTS OF THE PARTIES

The Parties represent, covenant, and warrant as follows:

1.1 Each Party is duly authorized to execute and deliver this MOU and further represents, covenants and warrants that all requirements have been met and procedures have been completed in order to ensure the enforceability of this MOU, and each Party has complied with its public procurement requirements, if any, which are necessary to make this MOU enforceable.

1.2 Each Party agrees to abide by the articles and stipulations of the PPGA IGA.

1.3 Subject to the provisions of this MOU and the PPGA IGA, each Party agrees to recognize and honor in perpetuity the licensing agreements, copyrights, and other proprietary claims for software, databases, collateral information, and products established or produced by any other Party and the vendors furnishing said items to such Party.

ARTICLE 2: PURPOSE

The purpose of this MOU is to provide joint funding for a contract with Contractor. Contractor is to provide Professional Services for OP 2026. The anticipated payment to Contractor for the Base Product deliverables shall not exceed **$183,834.40**.

This MOU specifies the project requirements and deliverables and articulates the guidelines for ownership and distribution of those deliverables.

ARTICLE 3: ORTHORECTIFIED IMAGERY FUNDING AND PARTICIPATION

3.1 The Parties agree that Utilities' has been selected by the PPGA IGA steering committee as the lead agency and as such has contracted on behalf of the Parties with Contractor. Such contract shall be referred to herein as "Contract". The Parties further agree that this orthorectified imagery benefits them all, and that each Party's funding share and in-kind contributions will be provided by each Party to Utilities in the amounts or percentages set forth in Exhibit 3. OP 2026 project costs in excess of the limit provided in Article 2 shall be paid by the Parties hereto in proportion to their financial contributions in Exhibit 3, subject to additional appropriations and approval by each Party in advance. Utilities shall use all these funds to finance the orthorectified imagery in accordance with the terms of the OP 2026. In the event any funds are reimbursed under terms of the Contract, those funds will be distributed to the Parties in proportion to the funding provided by each Party.

3.2 Utilities agrees to perform the following duties under this MOU:

A. Issue the Scope of Work (SOW) approved by the PPGA IGA steering committee to Contractor for the digital orthorectified imagery contractual services in 2026, attached hereto as Exhibit 2.

B. Ensure that Contractor delivers the specific products listed in the Deliverable Products and Acceptance section of the SOW by the approximate dates indicated.

C. Fully perform its obligations in accordance with standard business practices and such other professional standards as may be appropriate.

D. During the term of the Contract, or until the conclusion of any matters on which Contractor works hereunder, whichever shall occur last, Utilities shall take no position contrary to those advocated by the Parties in the contracted matters, nor represent any client whose interests are in conflict with the positions advanced by the Parties in the contracted matters.

E. Maintain a complete file of all records, documents, communications, and other written materials which pertain to the performance of the Contract, including the delivery of services, and shall maintain such records for a period of three years after the date of completion of OP 2026. Each Party shall have the right to audit records at reasonable times and upon reasonable notice.

3.3 The Parties to this MOU shall pay Utilities an amount not to exceed that set forth in Article 2 according to the percentages listed on Exhibit 3, attached hereto, upon receipt of invoices from Utilities. Utilities will issue one invoice to each Party that will be issued at a mutually agreed upon time following the start of the OP 2026 project. The final amounts shall be determined when the Contract is confirmed and shall be based on the same funding proportions as those currently listed in Exhibit 3.

3.4 The Parties agree that all digital products, as listed in Exhibits 2 and 3, that are delivered by the Contractor shall be subject to the terms of the PPGA IGA and the rights and restrictions defined in Articles 5 and 6 of this MOU.

3.5 Subject to the terms of the PPGA IGA, for the purpose of OP 2026, each of the orthorectified imagery deliverables (collectively the "Base Product deliverables" – Sub Areas 1-4), as listed in Exhibit 2, will be made available to the Parties for internal use only after written "preliminary acceptance" of each deliverable. The Parties recognize that until final written acceptance and payment for each imagery deliverable of OP 2026 has been made, the accuracy and quality of the OP 2026 deliverables may be subject to correction, and any Party that uses or relies on any such deliverables prior to each acceptance assumes the risk of use of such OP 2026 deliverables. External data distribution may occur only after acceptance and payment for each respective final OP 2026 deliverable. The allocation of risk provisions in this Section also apply to any Secondary deliverables. Procedures for Quality Assurance are included in the SOW.

3.6 Final Report. Utilities shall prepare and submit to the Parties a final accounting of all expenses of the OP 2026 at the termination of the project.

ARTICLE 4: TERMINATION

4.1 A Party may terminate its participation in this MOU by providing 30 days' written notice to the other Parties by certified mail, return receipt requested. If notice is so given, the Party's participation in this MOU shall terminate on the expiration of the thirty days, and the liability of the Party hereunder for the further performance of the terms of this MOU shall thereupon cease, provided the Party shall not be relieved of the duty to perform their obligations under Article 6, Restrictions on Use of the Data, and provided further, that if this MOU is terminated after a Contract has been negotiated by Utilities, all monies obligated by the terminating Party but not yet paid over to Utilities for the performance of the Contract shall be due to Utilities and shall be paid to Utilities within thirty (30) days of the date of termination.

4.2 If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the Contractor's obligations under the awarded Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the awarded Contract, any Party to this MOU shall thereupon have the right to terminate that Party's participation in this MOU for cause by giving written notice to the other Parties, and subject to payment of the terminating Party's funding obligations per the above paragraph. In the event of Contract termination, remaining project funds will be reimbursed to the Parties in proportion to the funding provided.

4.3 In the event of nonperformance by Contractor, Utilities may pursue any available remedy at law or in equity against Contractor on behalf of the Parties or individually as provided for under the Contract either on its own or as directed by the PPGA steering committee.

ARTICLE 5: DATA OWNERSHIP

5.1 The OP 2026 Base Product deliverables will be jointly owned by the Parties who co-funded those products. PPGA project participants shall only receive products they fund. Each Party's decision regarding whether to participate in and fund each Secondary product shall be confirmed in writing. In the event that a Party chooses not to fund a Secondary product (referenced within Exhibit 3), the proportionate payment requirements for that non-participating Party shall be zero for such Secondary product, and the proportionate payment requirements for the remaining participating Parties shall be adjusted accordingly.

5.2 Any products delivered in hard-copy format, such as camera calibration reports and other supporting documents, shall be owned by the Parties as specified in Exhibits 1 and 3.

5.3 All additional, optional products that are included as deliverables and are not otherwise addressed herein shall be discussed with the PPGA steering committee. After each Party, including Non-Member Participants, has had a reasonable opportunity to provide input to the PPGA steering committee, cost sharing, usage, and ownership of additional products shall be determined by the PPGA steering committee and in accord with the PPGA IGA.

ARTICLE 6: RESTRICTIONS ON USE OF THE DATA

6.1 Each Party shall be bound by the data distribution guidelines specified in Article VI of the PPGA IGA.

6.2 Each Party shall have the right to use the digital data to prepare presentations such as maps, exhibits, memoranda, reports, etc., on paper, mylar, or other printed media. These hard-copy materials may be distributed to the public as governed by the internal policies held by each Party.

6.3 Each Party shall have the right to use the digital data to prepare presentations such as maps, exhibits, memoranda, reports, etc., in electronic document form for distribution to the public via electronic media or via the Internet. These electronic documents may be distributed to the public as governed by the internal policies held by each Party as defined in the PPGA IGA.

6.4 Each Party shall have the right to use the digital data for internet map applications. Internet map applications that deliver orthorectified imagery data as map images to the end user may be developed at the discretion of the Parties, subject to the display area restrictions described in Section 6.5. The PPGA steering committee shall be advised of the application and data security architecture of any internet map applications that propose to deliver aerial photography feature data to the end user. The Parties agree to mitigate any data security concern raised by a PPGA steering committee member before deploying orthorectified imagery applications that deliver feature data.

6.5 The Parties agree that the sublicensing of the digital data for a fee to the general public or to other agencies, organizations, or commercial businesses can only be undertaken by

PPGA members and only in accordance with Article 6 of the PPGA IGA. Digital products and their unit prices are defined as follows:

- 4000 by 4000-foot tile shall be $50 for 1 foot resolution imagery
- 4000 by 4000-foot tile shall be $100 for 6-inch resolution imagery

These price figures are based upon current business strategies and policies. The distribution and fee schedules for Secondary products will be addressed by an amendment to this MOU if necessary. Release of the digital data to external customers (or to a non-participating PPGA member) requires the execution of a License Agreement by the respective issuing agency in a form substantially similar to Exhibit B of the PPGA IGA (Exhibit 1) – "Customer Geospatial Data License Agreement." Any Party may, in its sole discretion, designate certain portions of the digital orthorectified imagery, not to exceed 1% of project area, as "Confidential" due to security concerns. Security concerns in excess of 1% must be unanimously approved by the PPGA. The Parties shall be prohibited from sub-licensing and releasing confidential digital data.

6.6 The Parties who co-funded the Base Product agree that the jointly owned Base Product deliverable will be made publicly available free of charge following a period of two (2) years after final acceptance of the entire OP 2026 project or when the PPGA executes final acceptance of a subsequent Orthorectified Imagery Project of the same scope, whichever comes first.

ARTICLE 7: CONFIDENTIALITY

7.1 Any confidential and/or proprietary information that any Party discloses to any third party with respect to this MOU shall be designated as confidential and proprietary by the disclosing Party at the time of disclosure. Each Party shall require the recipient to hold such information confidential to the extent provided by law and shall require the recipient not to engage in any use or disclosure of such information unless such use or disclosure is expressly provided for in this MOU. Some of the Parties to this MOU are public entities subject to the provisions of the Colorado Open Records Act ("CORA"). In the event a Party receives a request for such confidential and/or proprietary information from a third party, notice thereof shall promptly be given to the other Parties. Each Party shall take all reasonable steps to prevent any unauthorized possession, use, transfer, or disclosure of such confidential information. Should a Party learn of any such unauthorized possession, use, transfer, or disclosure, it shall promptly notify the other Parties.

7.2 The disclosure provisions of Section 7.1 above shall not apply to information that a) a Party had in its possession prior to disclosure by another Party; b) becomes public knowledge through no fault of the recipient; c) a Party lawfully acquires from a third party not under an obligation of confidentiality to the Parties to this MOU; or d) is required to be disclosed by law or court order.

ARTICLE 8: ADDITIONAL PROVISIONS

8.1 This MOU is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.

8.2 Expenditures and Fees of Each Party Deemed Expenditures of that Party: The Parties to this MOU agree that the purpose of this MOU is to jointly accomplish pursuant to C.R.S. Section 29-1-203 activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of Article X, Section 20 of the Colorado Constitution, and the Colorado Springs City Charter, that any fees contributed or paid, or otherwise provided by any Party to another Party are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.

8.3 In accord with the Colorado Constitution, Colorado Law, and the Colorado Springs City Charter, performance of a Party's obligations under this MOU is expressly subject to appropriation of funds by the governing body of that Party and the availability of those funds for expenditure under this MOU.

8.4 Counterparts; Facsimile: This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument. This MOU may be executed and delivered by facsimile transmission.

THE PARTIES HERETO HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING.

FOR THE **CITY OF COLORADO SPRINGS**, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORTATION:

By:_____on this _____day of _____, 2026.
Title: Mayor

Attest:_____
City Clerk

Approved As to Form:

By:_____
Attorney
City of Colorado Springs

AND FOR **COLORADO SPRINGS UTILITIES**, AN ENTERPRISE OF THE CITY OF COLORADO SPRINGS:

By:_____on this _____day of _____, 2026.
Title: Operations Officer

Approved As to Form:

By:_____
City Attorney's Office

AND FOR **El PASO COUNTY, COLORADO:**

By: _____ on this 27th day of January, 2026.
Title: Board of County Commissioners Chair

Attest:

By: _____
County Clerk and Recorder

Approved As to Form:

By: _____
County Attorney's Office

AND FOR **El PASO – TELLER COUNTY E911:**

By:_____on this _____day of _____, 2026.

Title: _____

Attest: _____

AND FOR **TELLER COUNTY, COLORADO:**

By:_____on this _____day of _____, 2026.

Title: _____

Attest:

By:_____
County Clerk and Recorder

Approved As to Form:

By:_____
County Attorney's Office

7-8-04
Contract Nos.
04-68

Exhibit 1

Pikes Peak Geospatial Alliance
Intergovernmental Agreement

This Pikes Peak Geospatial Alliance Intergovernmental Agreement, dated this ___ day of _____, 2004, is made by and between the following governmental entities:

- the City of Colorado Springs, a Colorado municipal corporation and home rule city
- the Colorado Springs Utilities, an enterprise of the City of Colorado Springs
- El Paso County, Colorado
- Teller County, Colorado
- El Paso – Teller County E911 Authority

The Parties to this Intergovernmental Agreement hereby agree as follows:

Article I. Authority

This intergovernmental agreement is made under authority of Colorado Constitution, Article XX, Section 6; Colorado Constitution Article XIV, Section 18; and Section 29-1-203 C.R.S.

Article II. Purpose

This intergovernmental agreement establishes the Pikes Peak Geospatial Alliance (PPGA) and defines its membership, organization and activities. The primary purpose of the PPGA is to acquire geospatial data and technologies for the benefit of its members. This agreement does not supercede existing agreements between the member agencies unless stated otherwise herein or in follow-up memorandums of understanding (MOU).

Article III. Membership

Section 3.01 Charter Members

PPGA charter agencies include the City of Colorado Springs, Colorado Springs Utilities, El Paso County, Teller County and El Paso – Teller County E911 Authority. Each agency's governing body must formally adopt this intergovernmental agreement for their membership to become official.

Section 3.02 Additional Membership

Additional governmental agencies may be added to the PPGA through the unanimous consent of the charter members. Each charter member will execute an IGA addendum followed by the candidate agency executing the original IGA and all addendums before the candidate agency's membership is considered to be complete.

Article IV. Steering Committee

The PPGA steering committee is hereby established to administer the terms and conditions of this agreement and conduct the routine business of the Alliance. The steering committee will generally meet on a monthly basis to maintain communication between member agencies.

Section 4.01 Membership

Each member agency shall designate one representative to serve on the PPGA steering committee. The representative or their proxy will communicate their agency's position on PPGA business items through participation in PPGA meetings.

The representatives for the Steering Committee are as follows:

(a) Colorado Springs Representative: Geographic Information Officer

(b) Colorado Springs Utilities Representative: Resource Technology Services Manager

(c) El Paso County Representative: Information Technologies GIS Manager

(d) Teller County Representative: LIS/GIS Coordinator

(e) El Paso – Teller E911 Representative: E9-1-1 System Manager

Section 4.02 Responsibilities

(a) Administer IGA terms and conditions

(b) Identify and prioritize PPGA projects

(c) Discuss PPGA projects with members, other governments and local entities as appropriate to determine level of financial interest

(d) Develop cost sharing formulas and proposed agreements

(e) Participate in the development of request for information/request for proposal (RFI/RFP) language

(f) Participate in vendor selection and contract maintenance

(g) Participate in quality assurance/quality control (QA/QC) processes

(h) Administer data distribution processes as defined in Article VI, Geospatial Data Distribution, and in the project-specific MOUs

(i) Communicate the Geographic Information Systems (GIS) needs and

capabilities of member agencies to state and federal interests (grants, user groups, etc.)

(j) Other implied responsibilities not explicitly defined

Section 4.03 Governance

(a) Chairperson

The steering committee chairperson is hereby established to act as a point of contact for the PPGA. Additional responsibilities include the organization of PPGA meetings and coordination of external data distribution requests. The chairperson role will rotate on an annual basis to each of the member agency representatives.

(b) Decision-Making

Steering committee decision-making will be based on unanimous consent.

(c) By-laws

The steering committee shall establish by-laws as necessary to carry out the responsibilities defined in Section 4.02.

Article V. Geospatial Data Acquisition

A principal role of the PPGA is to acquire mutually beneficial geospatial data.

Section 5.01 Purpose

Cooperative geospatial data acquisition reduces costs by eliminating redundancies and capturing economy of scale discounts while providing additional data sets for decision makers. Cooperation on joint agency projects may be streamlined due to a single data acquisition project.

Cooperative geospatial data acquisition may be used for concurrent geospatial analysis, joint agency projects or to support the independent operations of member agencies.

Section 5.02 Participation

Participating agencies (Participants) are defined as PPGA members and non-member entities that agree to the terms of an individual project by executing a common MOU and following through with any financial commitments identified therein.

(a) PPGA Member Agencies

Member agencies are eligible to participate in any project undertaken by the PPGA. PPGA member agencies that originally decline participation and wish to acquire the project data after MOUs have been executed will be charged the non-participant acquisition rate.

(b) Non-Member Agencies

Public or private sector agencies may participate on individual PPGA projects by unanimous approval of the PPGA steering committee. Non-member agencies must agree to the terms and conditions of the project through the execution of the project MOU by their governing body or authorized agency representative. Execution of the project MOU indicates an agency's commitment to abide by the project funding formula and distribution restrictions.

Section 5.03 Project Selection

The PPGA steering committee will meet as necessary to discuss the data needs of both individual agencies and any ongoing or upcoming agency cooperative efforts. A prioritized list of projects will be developed based on interest, feasibility and funding. External agencies that might benefit from candidate projects will be contacted to determine their level of interest and availability of funds.

Each PPGA member agency will be given the opportunity to participate in all projects organized pursuant to this intergovernmental agreement. Member agencies have the right to decline participation in any individual PPGA project. Agencies that decline to participate in individual projects surrender all rights to project deliverables.

Each project will result in a geospatial data set jointly owned by the participating PPGA member agencies. Usage of the jointly owned data shall be subject to all terms and conditions in this agreement as well as any additional conditions contained in the accompanying project MOU.

Section 5.04 Funding

(a) Co-Funding Model

Geospatial data acquisition will utilize a co-funding model that allows multiple agencies to fund and obtain the benefit and use of an individual project procured by a single member agency. The PPGA steering committee will develop a funding formula for each project that defines the contribution percentages of participating agencies.

(b) Lead Agency

The PPGA steering committee will select a lead agency to act as the procuring and contracting authority on each project. The lead agency will provide documentation on their procurement and contracts procedures to the participating agencies for review. Agencies unable or unwilling to comply with the lead agency's procurement procedures will withdraw from participation.

(c) Memorandum of Understanding

An interagency MOU will be drafted and executed by each participating agency prior to starting each project. The MOU will formalize the participant funding formula, procurement and data distribution guidelines that will govern the project. Agencies unable or unwilling to sign the MOU will withdraw from participation in the project identified by said MOU.

(d) Expenditures

All participants acknowledge that the purpose of this Agreement is to jointly accomplish activities that could be performed separately by each Party. It is agreed and understood for purposes of the Colorado Constitution, Article X Section 20 that any funds contributed for data acquisition or otherwise contributed under this Agreement by any Party to this Agreement, is and remains an expenditure of that Party only.

Section 5.05 Proposal Solicitation

A scope of work and schedule of deliverables will be developed and approved by the PPGA steering committee and submitted to the lead agency for inclusion into requests for proposals. The procurement and contracting policies of the lead agency govern the formal acquisition process. All projects must be advertised for competitive bid by the lead agency.

Section 5.06 Proposal Evaluation

The procuring and contracting agency shall include all participating members of the PPGA steering committee to serve on their project evaluation and selection process. Non-technical members of the evaluation and selection committee will be determined by the lead agency based on their internal guidelines. Participating members of the PPGA steering committee may also select, through unanimous consent, additional non-voting members to provide technical expertise to the evaluation and selection committee. Each PPGA steering committee member must accept the lead agency evaluation and selection participation requirements, including but not limited to confidentiality agreements and/or other disclosures. Vendor selection proceedings and contract administration will be governed by the internal policies of the lead agency.

Section 5.07 Contract Administration

Members of the project evaluation and selection committee will assist the lead agency with contract administration including, but not limited to, pilot area selection, interim deliverable acceptances, quality assurance, quality control and final product acceptance. Additional contract support may be requested by the lead agency.

Section 5.08 Deliverables

Participating PPGA member agencies shall receive an original set of all project deliverables. Non-member participants are entitled to receive an original of the

project deliverable that corresponds to the area of interest used to define their funding contribution.

Article VI. Geospatial Data Distribution

Distribution of geospatial data acquired by the Participants under this agreement will be conducted on an individual project basis. For each project, Participants must agree to the following data distribution guidelines. All data distribution transactions will require the product recipient to execute a license agreement with the issuing agency. Agencies will use due diligence in distributing data.

The following general guidelines apply to all geospatial data sets acquired under this agreement. Additional distribution restrictions may be implemented on an individual project basis through inclusion in the project MOU.

Section 6.01 Internal Data Distribution

Internal data distribution is defined as the release of project deliverables by a Participant to internal departments, offices, units and enterprises, and is permitted by this Agreement.

Law, fire, and EMS agencies in El Paso and Teller Counties and Public Service Answering Points (PSAP) shall, for the purposes of this IGA, also be considered as internal departments to the El Paso – Teller E-911 Authority.

Project deliverables may also be released to a Participant's consultant. A consultant is defined as an entity under contract and financial commitment to a Participant. Exhibit A will be used for internal consultant licensing.

Section 6.02 External Data Distribution

External data distribution is defined as the release of project deliverables to a non-participating entity and shall require payments as provided in this Section 6.02. Exhibit B will be used for external customer licensing.

Non-member Participants are prohibited from releasing any project deliverables to external entities except as noted in Section 6.01.

Distribution of project deliverables to external customers or for Colorado Open Records Act requests is subject to Colorado Revised Statutes. Additional distribution constraints may be applied based on agency, local, regional or national security policies, as defined by project MOUs.

Each PPGA project will be assigned a unit price factor as determined in the project specific MOU, that will be used to categorize individual data transactions into those over and under $1000.

(a) Transactions under $1000

Single or collective transactions to individuals or agencies totaling less than $1000 as calculated using the data's unit price factor will be governed by the internal data distribution policies of the agency receiving the request. Once the cumulative requests total $1000 or more, the process detailed in section (b) below apply.

(b) Transactions equal to or over $1000

Single or collective transactions to individuals or agencies totaling $1000 or more as calculated using the data's unit price factor shall be forwarded to the PPGA steering committee chairperson. Data distribution will be administered by the chairperson with proceeds of said transaction returned to participant Members in proportion to their project contribution rate. The individual or agency receiving the data shall separately and directly compensate each participant Member agency accordingly.

Data delivered under this process will only be licensed by complete tile(s).

Article VII. Infrastructure Acquisition

A potential role of the PPGA is to acquire mutually beneficial infrastructure assets including geospatial technologies. While the exact nature of these technologies is not totally known, the intent is to provide a mechanism to amend this Agreement to exploit future technology opportunities.

Article VIII. General Terms and Conditions

Section 8.01 Term

This Agreement shall commence upon final execution and end twenty-five (25) years thereafter unless sooner terminated or extended hereunder. Regardless of the date of execution or termination, this Agreement shall be in full force and effect from the date of a Party's receipt, in digital form, of any jointly acquired GIS Data, and for so long as any portion of said geospatial data, in any form whatsoever, remains in the possession of the other Party or any of its employees, agents, contractors or subcontractors. This Agreement shall remain in effect unless a Party terminates this Agreement by giving the other Parties six (6) months' written notice. The provisions set forth in Articles VI and VII herein shall survive the termination of this Agreement.

Section 8.02 Assignment

No Member shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other Members.

Section 8.03 Law

This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of

the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.

Section 8.04 Expenditures

Expenditures and Fees of Each Party Deemed Expenditures of that Party: The Parties to this Agreement agree that the purpose of this Agreement is to jointly accomplish pursuant to C.R.S. Section 29-1-203 activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any fees contributed or paid, or otherwise provided by any Party to this Agreement to another Party to this Agreement are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.

Section 8.05 Appropriation of Funds

In accord with the Colorado Constitution, Colorado Law, and the Colorado Springs City Charter, performance of a Member's obligations under this Agreement are expressly subject to appropriation of funds by the governing body of that Member and the availability of those funds for expenditure under this Agreement.

Section 8.06 Integration

This is a completely integrated Agreement and contains the entire agreement between the Members. Any prior written or oral agreements or representations regarding this Agreement shall be of no effect and shall not be binding on the Members.

Section 8.07 Headings

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 8.08 Local Concern

The Members agree and acknowledge that the activities undertaken pursuant to this Agreement are matters of local concern only, and that the Members have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as making any of the concerns covered herein matters of mixed or statewide concern.

Section 8.09 No Third Party Beneficiary

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Members hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on this Agreement. It is the express intention of the Members hereto that any person or entity, other than the Members of the Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Section 8.10 Compensation

No Party to this Agreement shall be required to pay any compensation to the other Party or the other Party's personnel for any services rendered hereunder. Nothing in this agreement shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker's compensation liabilities, for its own personnel. Nothing in this agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

Section 8.11 Modification

This Agreement may only be amended in writing with the approval of the governing bodies of the Members under this Agreement.

Section 8.12 Dispute Resolution

(a) The parties intend that all disputes, as defined below, shall be resolved in accordance with these dispute resolution procedures. The parties shall continue to perform their respective obligations under the terms of this Agreement until the stages of dispute resolution have been completed.

(b) Disputes include any controversy or claim, whether based in contract, tort or otherwise, arising out of, relating to, or in connection with this Agreement or the scope, breach, termination or validity thereof ("Dispute").

(c) In the event of a Dispute, a party will deliver written notice of the Dispute to the other parties of its intent to invoke resolution of the Dispute (the "Dispute Notice"). A party may assert the existence of a Dispute against the other party or parties until delivery of such Notice. Within thirty (30) days after the date of delivery of the Notice of Dispute the receiving party shall submit to the other a written response ("Dispute Notice Response"). The Dispute Notice Response shall include (i) a statement of the party's position and a summary of the evidence and arguments supporting the

party's position, and (ii) the name and title of the person who will represent that party.

(d) If a Dispute Notice is given, the parties shall promptly and diligently attempt to negotiate a settlement of the Dispute through direct negotiations between representatives of the parties who are authorized to enter into settlements on behalf of the parties. The representatives shall meet at a mutually acceptable time and place within twenty (20) days after the date of delivery of the Dispute Notice Response and thereafter, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Dispute. If an authorized representative intends to be accompanied at a meeting by an attorney, the other authorized representative shall be given at least three (3) working days notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for the purposes of the Federal Rules of Evidence and State Rules of Evidence. No subpoenas, summonses, citations, or other processes shall be served at or near the location of any negotiation upon any person who may be entering, leaving, attending, or in transit to any negotiation session.

(e) If the Dispute has not been resolved within sixty (60) days following the first negotiations, either party may initiate litigation in Colorado, in the courts described below, upon thirty (30) days written notice to the other party. For the purpose of litigating any Dispute, the party's consent to the jurisdiction of the District Court of El Paso County, Colorado.

(f) All deadlines specified in this Section may be extended by mutual agreement.

(g) Each party is required to continue to perform its obligations under this Agreement, pending final resolution of any Dispute.

(h) The procedures specified in this Section shall be followed for the resolution of Disputes between the parties arising out of; or relating to this Agreement; prior to the filing on any litigation between the parties, except for cases where undue prejudice would be caused by delay; a party may seek a preliminary injunction or other preliminary judicial relief; if in the judgment of that party, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite the initiation of any such judicial proceedings, the parties will continue to participate in good faith in the procedures specified in this Section. As between the parties, all applicable statutes of limitation shall be tolled while the procedures specified in this Section are pending and the parties will take all actions, if any, required to effectuate such tolling. If these procedures are not successful in resolving the dispute, the procedures set forth in Section 8.12e shall apply.

(i) The parties commitment to resolve Disputes, pursuant to this Section, survives the expiration or termination of this Agreement.

Section 8.13 Termination

A withdrawing Member must provide at least six months written notice of intent to terminate participation. The terminating Member shall continue to be financially responsible for and pay its share of any financial obligations entered into, pursuant to an MOU signed by the terminating agency, during the period when the terminating agency was a member of the PPGA.

As long as a terminating Member continues to possess data acquired under the auspices of the this IGA and associated project MOUs, that Member shall continue to be bound by the data distribution polices set forth in this IGA and project MOUs.

Exhibit A: Internal Consultant Geospatial Data License Agreement

Exhibit B: Customer Geospatial Data License Agreement

THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENTAL AGREEMENT.

FOR THE CITY OF COLORADO SPRINGS:

By _____ **this** _____**day of** _____**, 2004.**

Title: _____

ATTEST: _____

FOR COLORADO SPRINGS UTILITIES:

By _____ **this** _____**day of** _____**, 2004.**

Title: _____

ATTEST: _____

FOR EL PASO COUNTY:

By _____ **this** 8th **day of** July **, 2004.**

Title: Board Chairman

ATTEST: _____

FOR TELLER COUNTY:

By _____ **this** _____**day of** _____**, 2004.**

Title: _____

ATTEST: _____

FOR EL PASO-TELLER COUNTY E911:

By _____ this _____day of _____, 2004.

Title: _____

ATTEST: _____

FOR TELLER COUNTY:

By _____ **this** 27 **day of** July **, 2004.**

Title: _____

ATTEST: _____

FOR THE CITY OF COLORADO SPRINGS:

By: _____ **this** 23d **day of** July, **2004.**

Title: Mayor

ATTEST: Kathryn M. Young

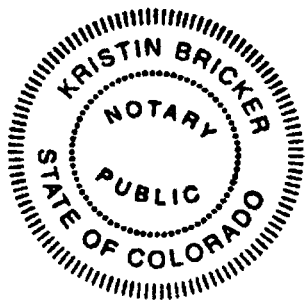
FOR COLORADO SPRINGS UTILITIES:

By Phillip A Tollefson **this** 26th **day of** July **, 2004.**

Title: CEO

ATTEST: [signature]

My commission expires
3/5/2007



FOR EL PASO-TELLER COUNTY E911:

By _____ **this** 28th **day of** July, **2004.**

Title: _____

ATTEST: _____

EXHIBIT A

Pikes Peak Geospatial Alliance
Internal Consultant Geospatial Data License Agreement

This Consultant Geospatial Data License Agreement is made and entered into as of the **< Day >** day of **< Month, Year >** by and among (check one):

[ ] El Paso County, Colorado

[ ] The City of Colorado Springs, a home rule municipality

[ ] The Colorado Springs Utilities, an enterprise of the City of Colorado Springs

[ ] Teller County, Colorado

[ ] El Paso – Teller County E911 Authority

(hereafter "Licensor") and

< Company > (hereafter "the Consultant"), with its principal place of business at **< Address >**.

The parties understand that they are independent entities, 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 Consultant shall be deemed to be an employee of Licensor.

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

1. LICENSOR'S AGREEMENT TO PROVIDE PRODUCTS:

Licensor agrees to provide the following geospatial data:

in an area described as follows:

approximate area in square mile(s):

to conform to the requirements of Licensor Purchase Order/Contract Number: (hereafter "the Purchase Order(s)").

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

b. Licensor 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. **CONSULTANT'S AGREEMENT TO PROVIDE DATA:**

a. As consideration under this Agreement, and in exchange for the use of the data provided to the Consultant, the Consultant shall provide Licensor with the following:

b. Unless otherwise provided for in the Purchase Order(s), the Consultant agrees to deliver the data identified above in the State Plane Coordinate System, Colorado Central Zone, Datum NAD83.

c. The Consultant agrees that all physical material, photographs, reports, drawings, studies, information, specifications, estimates, maps, computer tapes, digital data, computations, intellectual property and other data (hereinafter referred to collectively as "Material" or "Products") prepared by or for the Consultant or prepared by or for any affiliate consultant or subcontractor under the terms of the project agreement are the property of the Licensor and the Licensor owns the copyright to the same. The Consultant understands that the Licensor may, at a later date, have the copyrighted Material registered with the U.S. Copyright office.

3. **TIME OF CONSULTANT'S PERFORMANCE AND USE OF LICENSOR PRODUCTS:**

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

4. **RESTRICTIONS ON CONSULTANT'S USE OF THE PRODUCTS:**

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

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

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

b. This Agreement does not constitute a sale of any title or interest in the Products. Licensor reserves all ownership rights to its Products and such other rights not expressly granted to the Consultant 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 Consultant shall not copy or transmit in any form or by any means whatsoever Licensor'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 Licensor. The Consultant 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 Licensor. 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 Licensor's internal use. The Consultant understands and acknowledges that Licensor's geospatial database and data in the Products are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCE SHALL LICENSOR MAPPING BE USED FOR FINAL DESIGN PURPOSES.

e. The Consultant 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 Licensor or the vendors furnishing said items to Licensor.

f. The Consultant 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.

g. Assignment: Contractor shall not assign or otherwise transfer this agreement or any right or obligations therein.

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

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

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

c. Licensor is not responsible for incidental, consequential, or special damages arising out of the use of the Products provided to the Consultant. The Consultant agrees that the Products shall be used and relied upon only at the risk of the Consultant. The Consultant agrees to indemnify and hold harmless Licensor, 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 Licensor, and any financial commitments on the part of Licensor that become a part of this Agreement are subject to the appropriation by the governing body of the Licensor.

b. This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.

c. 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.

d. This Agreement together with the terms of the Purchase Order(s)/Contract embodies the entire agreement between the Consultant and Licensor. 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.

e. Place of Performance: The place of performance for this Agreement is deemed to be:

< **licensor jurisdiction** >

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this **< Day >** day of **< Month, Year >**.

_____
CONSULTANT

_____
By

_____
Title

For Licensor: _____

If applicable:
Approved as to Form: _____

EXHIBIT B

Pikes Peak Geospatial Alliance
Customer Geospatial Data License Agreement

The undersigned on behalf of

_____

(hereafter referred to as "the Customer") in accepting geospatial Products from (check one):

[ ] El Paso County, Colorado

[ ] The City of Colorado Springs, a home rule municipality

[ ] The Colorado Springs Utilities, an enterprise of the City of Colorado Springs

[ ] Teller County, Colorado

[ ] El Paso – Teller County E911 Authority

(hereafter "Licensor") hereby acknowledges the limitations of the Products and the information contained therein and restrictions on its use:

1. Licensor 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:

2. The types of Products being provided are:

3. The period of time for which the Customer is granted the right to use the Products is: **< Years >** years beginning **< Date >**. All Licensor geospatial product usage and storage must be discontinued by the customer by **< Date >**.

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

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

6. The Customer understands this is a one-time delivery and that Licensor 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 Products and delete the Products from their files and storage media. Upon Licensor'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 Licensor. 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 Licensor.

9. The Products have been developed solely for internal use only. The Customer understands and acknowledges that Licensor geospatial data in the Products are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCE SHALL THESE PRODUCTS BE USED FOR FINAL DESIGN PURPOSES. Licensor 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. Non-Federal/State customers: Licensor 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. The Customer agrees to indemnify and hold harmless Licensor, 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.

10a. Federal/State customers: Licensor 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.

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 Licensor shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief and damages.

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 Licensor or the vendors furnishing said items to Licensor.

13. This Agreement embodies the entire agreement between the Customer and Licensor. 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 Licensor, and any financial commitments on the part of Licensor that become a part of this Agreement are subject to the appropriation by the governing body of the Licensor.

17. This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.

18. 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.

19. The undersigned warrants to Licensor 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.

20. Place of Performance: The place of performance for this Agreement is deemed to be:

< **licensor jurisdiction** >

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

Customer Signature line:

_____ _____

Signature Date

_____

Printed or Typed Name

_____

Title

_____

Company or Organization Name

PPG's Exhibit B

Approved:

Signature	Date
Printed or Typed Name	Title

FOR EL PASO COUNTY:

By _____ **this 8th day of July 2004.**
Chuck Brown

Title: Board of County Commissioners Chairman

ATTEST: _____
Deputy County Clerk

FOR EL PASO COUNTY:

By _____ **this 8th day of July 2004.**
Chuck Brown

Title: Board of County Commissioners Chairman

ATTEST: _____
Deputy County Clerk

Scope of Work

for

2026 Pikes Peak Geospatial Alliance Orthoimagery Project

November 19, 2025

Revision History

Revision	Date	Description
1.0	*10/01/2025*	*Previous RFP scopes, managed by CSU, were revised to account for changing specifications and new requirements.*
1.1	*10/20/2025*	*CSU edits.*
1.2	*10/23/2025*	*PPGA member edits*

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1.0 Introduction

The goal of the 2026 PPGA project is for the Pikes Peak Geospatial Alliance (PPGA), through Colorado Springs Utilities (UTILITIES), to receive high quality digital orthoimagery in a timely fashion for both El Paso and Teller counties. The Sanborn Company (CONTRACTOR) shall take a conservative approach to the project to ensure that the accuracy and aesthetics of the final product are free from defects and meet or exceed PPGA expectations.

To account for the geographic scope and weather-related factors of the project, such as winter snow accumulation, aerial data collection is expected to occur under a mix of both "leaf-off" and "leaf-on" conditions. The specific timing will vary by project sub-area, with flights anticipated between March 15 and July 31. Proper CONTRACTOR preparation and resource and asset management can result in acquiring and producing the product without major issues. CONTRACTOR shall approach this project in such a way as to be in the position to meet final delivery specifications without undue delays.

2.0 Background

The Orthoimagery Project (OP) 2026 addresses on-going needs for current digital aerial imagery by multiple governmental agencies in a two-county area (El Paso and Teller Counties) of the Pikes Peak region. The following subsections describe the area of interest of each of the participants and the resulting project sub-areas. Four Band, Color/Infra-Red, digital orthorectified aerial imagery must be delivered for the entire project area. All four sub-areas may require some level of Digital Elevation Model (DEM) updating or development. As detailed in Section 3, it may also be necessary to establish additional survey control points in the sub-areas. Map accuracy requirements shall be specified in terms of standards set by the American Society of Photogrammetry and Remote Sensing (ASPRS).

UTILITIES is administering this project on behalf of the PPGA. The PPGA, for this project is comprised of the following participants:

- El Paso County
- Teller County
- El Paso - Teller E-911 (E911)
- Colorado Springs Utilities (UTILITIES)
- City of Colorado Springs

3.0 Scope of Services

3.1. Purpose

UTILITIES shall oversee this project and will designate an individual to act as the official Project Manager. The Project Manager shall, with the consent of the participating members of the PPGA Steering Committee, perform the following duties and functions relative to this project:

1. Interpret and define project specifications regarding the Contractor's work activities
2. Direct and coordinate the (PPGA) responsibilities
3. Review Contractor's performance
4. Manage deliverables from Contractor to other PPGA participants

5. Approve payments to Contractor in accordance with defined payment and deliverable acceptance terms
6. Perform other activities as may from time to time be necessary in the performance of the terms of the contract
7. Issue final acceptance of all deliverable products and services
8. Issue any change orders or modifications to the scope of the contract.

3.2. CONTRACTOR Responsibilities:

1. At the time of Task Order execution, and subject to UTILITIES approval, CONTRACTOR shall assign a Project Manager (PM) with at least ***five years*** of project management experience to the project. CONTRACTOR shall obtain written approval from UTILITIES PM prior to any change to the assigned CONTRACTOR's PM.
2. Develop a complete and concise project schedule in conjunction with the UTILITIES PM and PPGA participants.
3. CONTRACTOR's PM shall strictly adhere to developed project plans, schedules and communication agreements.
4. At the time of fully executed Task Order, and subject to UTILITIES approval, CONTRACTOR shall retain all required subcontractors needed to complete the project as per the project schedule.
5. Develop and document procedures to meet specifications as contracted.
6. Produce required new digital orthophotography in accordance with the specifications outlined in Section 4.
7. Implement stringent QA/QC procedures and maintain specified quality standards
8. Provide all deliverable products as agreed upon in the project schedule
9. Provide project management and support services, such as required reporting, demonstrations, data handling, progress reports, and other activities as required. The delivery of progress reports will be bi-weekly through the initial stages of the project and then weekly once data collection begins.

3.3. Contract Administration

CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all digital files, specifications, reports, and other products and services required to be delivered by it under this Task Order. UTILITIES PM, in conjunction with the PPGA participants, shall have full and complete authority to reject any work deemed unacceptable pursuant to this Task Order. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in such products and services if products do not conform to the specifications outlined in Section 4. In cases of rejection of CONTRACTOR's work, UTILITIES may suspend work activities and payments until the work tasks (products and services hereafter defined) in question are corrected and deemed acceptable by UTILITIES PM.

4.0 Tasks and Deliverables

4.1 Project Area and Sub-Areas

Historically, the total project has been divided geographically into four (4) sub-areas, with varying delivery dates as specified in the approved schedule. The map in Appendix B-1

illustrates the boundaries as well as a tiling scheme in which the tiles are dimensioned at 4,000' x 4,000'.

Note that all areas are represented in terms of tiles. Tiles within each of the four sub-areas are further grouped into project deliverable areas. The project deliverable areas equate to the desired delivery sequence. Deliverables for the OP 2026 project shall include fifteen (15) area deliverables (Refer to Figure 1 - 2026 Area Deliverables).

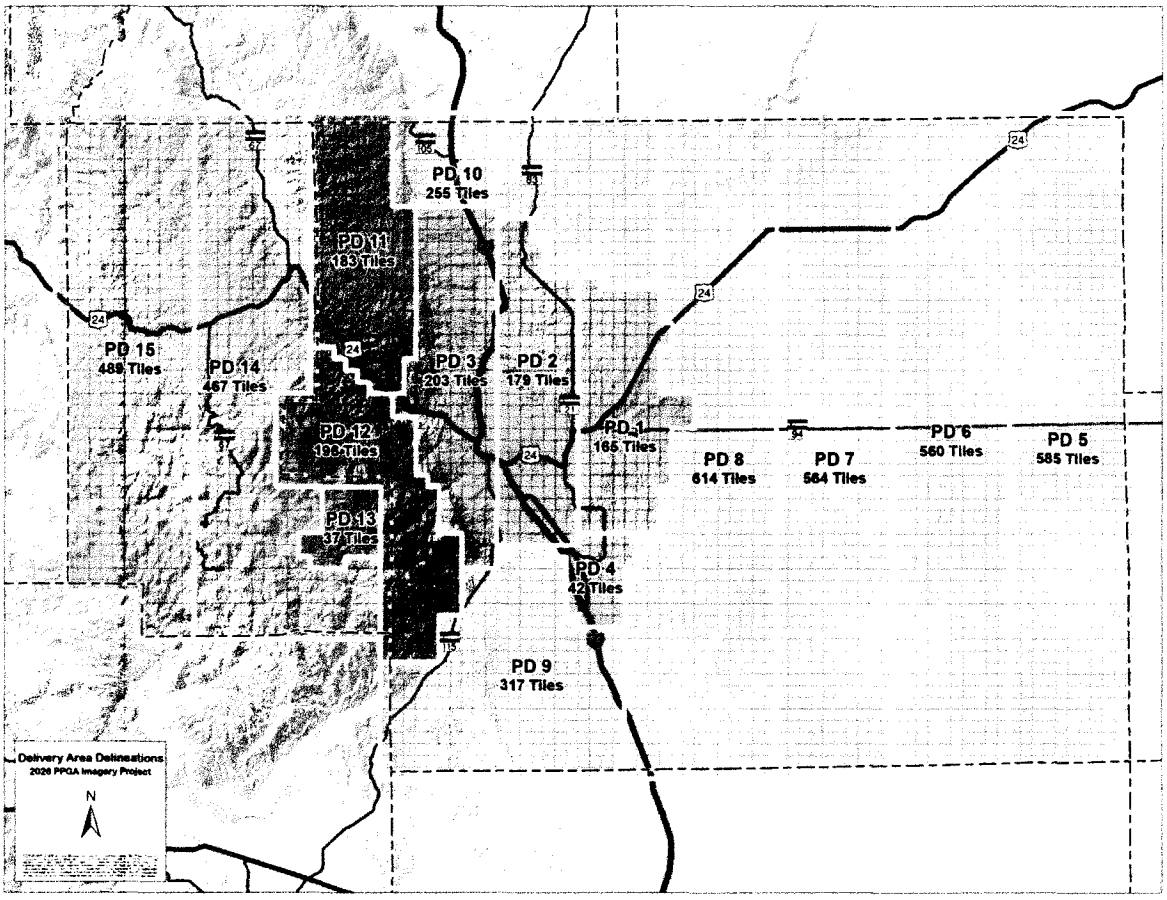

Figure 1 – 2026 Area Deliverables

Digital data representing the area and sub-area boundaries (refer to Figure 2 – 2026 Sub-Areas), tile layout, and deliverable areas shall be made available to CONTRACTOR by UTILITIES. ***The total project area is approximately 2787 square miles.***

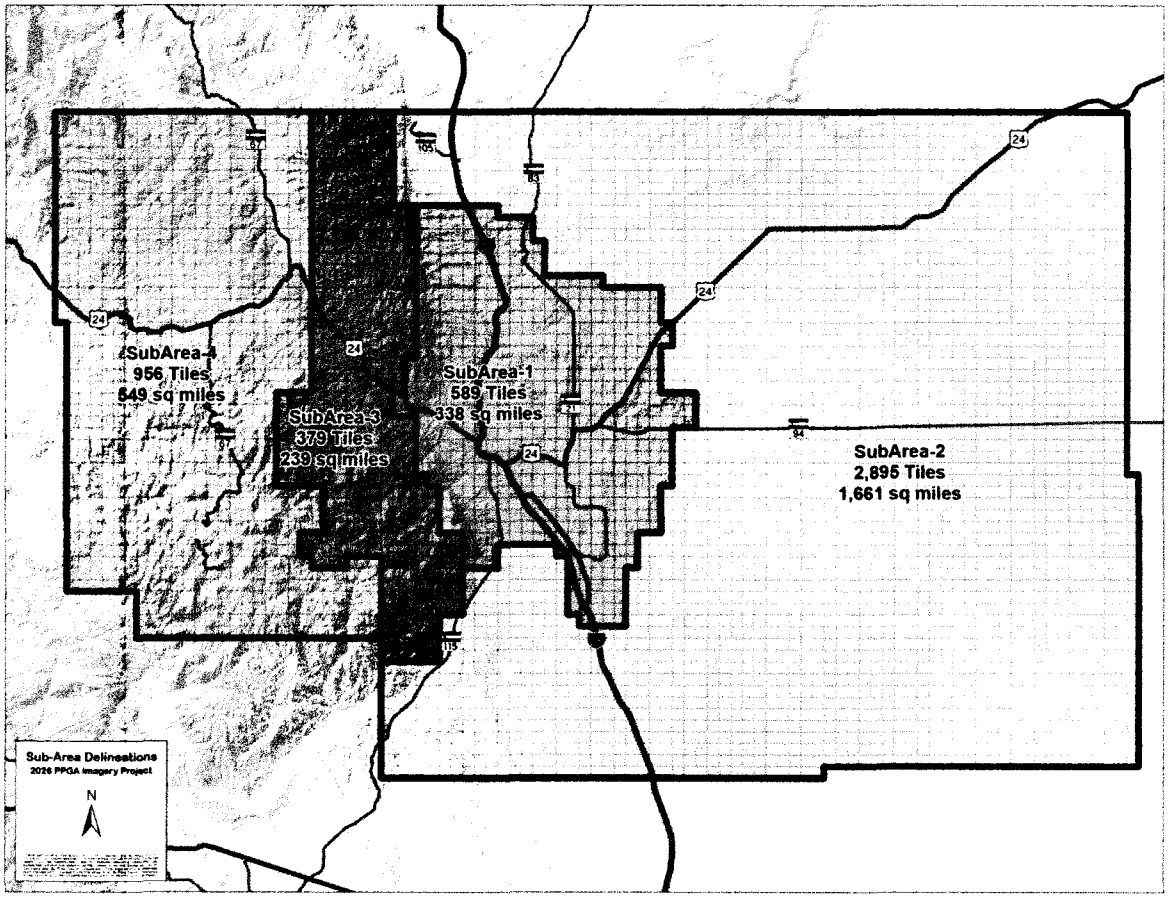

Figure 2 – 2026 Sub Areas

4.1.1 Sub-Area 1

Sub-Area 1 consists mostly of the Colorado Springs metropolitan area, including the US Air Force Academy and the City of Fountain (refer to Appendix B-1). The City of Colorado Springs and Colorado Springs Utilities have a primary interest in this sub-area with overlapping interests by E911 and El Paso County.

Sub-Area 1 must be flown in the spring of 2026 during leaf-off conditions. Depending on conditions, Sub-Area 1 flights must be conducted starting on or around March 15, 2026, and concluding on or around April 30, 2026. ***Sub-area 1 is 338 square miles, comprised of 589 tiles.***

4.1.2 Sub-Area 2

Sub-Area 2 shall encompass Ft. Carson and the majority of El Paso County east of the mountains; less Sub-Area 1 (refer to the Figures provided in this SOW). El Paso County and E911 have the primary interest in Sub-Area 2 with the City of Colorado Springs, and Colorado Springs Utilities having an interest in portions of the area as well.

Sub-Area 2 must be flown during the spring of 2026. Depending on weather conditions, Sub-Area 2 flights must be conducted starting on or around April 15, 2026, and concluding on or around May 31, 2026. ***Sub-area 2 is 1,661 square miles, comprised of 2,895 tiles.***

4.1.3 Sub-Areas 3 and 4

Sub-Area 3 and 4 are comprised of the mountainous areas of the western portion of El Paso County and all of Teller County. **Due to snow considerations, Sub-Area 3 and 4 must be flown during the summer of 2026. Depending on conditions, Sub-Area 3 and 4 flights must be conducted starting on or around June 1, 2026, and concluding no later than July 31, 2026.** ***Sub-area 3 is 239 square miles and comprised of 416 tiles while Sub-Area 4 is 549 square miles and comprised of 956 tiles.***

4.2 Sub-Area Specifications

Project Specification Overview				
Sub-Area	SA-1	SA-2	SA-3	SA-4
Total Area / Tiles	338 sq mi / 589 tiles	1661 sq mi / 2895 tiles	239 sq mi / 416 tiles	548 sq mi / 956 tiles
Ground Sampling Distance	0.5'	1.0'	1.0'	1.0'
Ortho Resolution	Six Inch (6")	One Foot (1')	One Foot (1')	One Foot (1')
Orthoimagery Accuracy	ASPRS Class 1 for 1:1200 Map Scale (One Foot RMSE)	ASPRS Class 1 for 1:2400 Map Scale (Two Foot RMSE)	ASPRS Class 1 for 1:2400 Map Scale (Two Foot RMSE)	ASPRS Class 2 for 1:2400 Map Scale (Four Foot RMSE)
DEM Source	2018 LiDAR Data – Updated as needed to meet accuracy	2018 LiDAR Data – Updated as needed to meet accuracy	2018 LiDAR Data – Updated as needed to meet accuracy	Latest Available USGS NED data of 1/3 arc seconds (10 meters)
Coordinate System / Datum / Units	Colorado State Plane Central Zone, NAD 83 (HARN)	Colorado State Plane Central Zone, NAD 83 (HARN)	Colorado State Plane Central Zone, NAD 83 (HARN)	Colorado State Plane Central Zone, NAD 83 (HARN)
Control Source	CSU FIMS NAVD88 (DEM Update)	NGS, Colorado State Plane Central Zone, NAD 83 (HARN) NAVD 88 (DEM UPDATE)	NGS, Colorado State Plane Central Zone, NAD 83 (HARN) NAVD 88 (DEM Update)	NGS, Colorado State Plane Central Zone, NAD 83 (HARN) NAVD 88 (DEM Update)
Tiled Delivery Format	TIFF/TFW	TIFF/TFW	TIFF/TFW	TIFF/TFW
Mosaic Delivery Format	JP2	JP2	JP2	JP2
Imagery Type	RGBNIR	RGBNIR	RGBNIR	RGBNIR
Tile Scheme	PPGA 4000 x 4000	PPGA 4000 x 4000	PPGA 4000 x 4000	PPGA 4000 x 4000
Target Flight Window	Mar 15 – Apr 30	Apr 15 – May 31	Jun 1 – Jul 31	Jun 1 – Jul 31

4.3 Sub-Area 1

4.3.1 Image Resolution

Image pixel resolution for Sub-Area 1 shall be six (6) inch.

4.3.2 Ground Sampling Distance

CONTRACTOR is not to exceed flying heights for the 6" pixel acquisition. CONTRACTOR shall not deviate from these requirements unless prior approval is obtained by UTILITIES PM. Statistical sampling Root Mean Square Error (RMSE) must show that these Ground Sampling Distance (GSD) values are achieved. **Offsets from the required GSD should not exceed ten percent (10%).**

Sub-area 1: Resolution = 0.5' GSD MAXIMUM

4.3.3 Horizontal Accuracy

All final image products must meet the horizontal accuracy specifications listed below:

- ASPRS Class 1 accuracy standard for 1:1200 mapping. This specifies a point coordinate accuracy requirement in which the horizontal RMSE for a minimum of 20 well-defined points is less than 1.0 '.

4.3.4 Digital Elevation Model (DEM)

The existing 2018 DEM ground surface, originally derived from 2018 LiDAR data, shall be used as the rectification source for the 2026 flight. CONTRACTOR shall update any tile or tiles of DEM data for the surface to be adequate for accurate orthoimagery rectification.

Should the DEM for an orthophoto imagery tile need to be updated, the PPGA requires that the DEM be re-delivered in tile format (4000' x 4000') containing all DEM data used for that tile. This updated data shall be delivered in a LAS format.

4.3.5 Coordinate System

The coordinate system for this project shall be Colorado State Plane Coordinate System, Central Zone, Datum of NAD83 (HARN), units of US Survey Feet. Although limited to the DEM delivery, the Vertical Datum shall be NAVD88.

4.3.6 Flight Dates

Imagery shall be flown when deciduous foliage is generally under "leaf-off" condition. Thus, the target flight window shall be from March 15, 2026, and concluding on or around April 30, 2026. The appropriate flight dates are listed below and may be adjusted due to ground or weather conditions upon prior approval of UTILITIES PM.

Area	Start Date	Finish Date
Area SA-1	March 15, 2026	April 30, 2026

4.4 Sub-Area 2

4.4.1 Image Resolution

Image pixel resolution for Sub-Area 2 shall be 1.0'.

4.4.2 Ground Sampling Distance (GSD)

CONTRACTOR is not to exceed flying heights for the 1' pixel acquisition. CONTRACTOR shall not deviate from these requirements unless requested by CONTRACTOR and approved by UTILITIES PM. Statistical sampling (RMSE) must show that these GSD values are being achieved. **Offsets from the required ground sampling distances should not exceed ten percent (10%).**

Sub-area 2: Resolution = 1.0' GSD MAXIMUM

4.4.3 Horizontal Accuracy

All final image products must meet the horizontal accuracy specifications listed below:

- ASPRS Class 1 accuracy standard for 1:2400 mapping. This specifies a point coordinate accuracy requirement in which the horizontal RMSE for a minimum of twenty (20) well defined points is less than 2.0 '.

4.4.4 Digital Elevation Model (DEM)

The existing 2018 DEM ground surface, originally derived from 2018 LiDAR data, shall be used as the rectification source for the 2026 flight. CONTRACTOR shall update any tile or tiles of DEM data for the surface to be adequate for accurate orthoimagery rectification.

Should the DEM for an orthophoto imagery tile need to be updated, the PPGA requires that the DEM be re-delivered in tile format (4000' x 4000') containing all DEM data used for that tile. This updated data shall be delivered in a LAS format.

4.4.5 Coordinate System

The coordinate system for this project shall be Colorado State Plane Coordinate System, Central Zone, Datum of NAD83 (1996), units of US Survey Feet. Although limited to the DEM delivery, the Vertical Datum shall be NAVD88.

4.4.6 Flight Dates

Imagery shall be flown when deciduous foliage is generally under "leaf-off" condition. Thus, the target flight window shall be from April 15, 2026, to May 31, 2026. The appropriate flight dates are listed below and may be adjusted due to ground or weather conditions upon prior approval of UTILITIES.

Area	Start Date	Finish Date
Area SA-2	April 15, 2026	May 31, 2026

4.5 Sub-Area 3

4.5.1. Image Resolution

Image pixel resolution for Sub-Area 3 shall be 1.0'.

4.5.2. Ground Sampling Distance

CONTRACTOR is not to exceed flying heights for the 1' pixel acquisition. CONTRACTOR shall not deviate from these requirements unless approved by UTILITIES. Statistical sampling (RMSE) must show that these GSD values are being achieved. **Offsets from the required ground sampling distances should not exceed ten percent (10%).**

Sub-area 3: Resolution = 1.0' GSD MAXIMUM

4.5.3. Horizontal Accuracy

All final image products must meet the horizontal accuracy specifications listed below:

- ASPRS Class 1 accuracy standard for 1:2400 mapping. This specifies a point coordinate accuracy requirement in which the horizontal RMSE for a minimum of 20 well defined points is less than 2.0 '.

4.5.4. Digital Elevation Model

The existing 2018 DEM ground surface, originally derived from 2018 LiDAR data, shall be used as the rectification source for the 2026 flight. CONTRACTOR shall update any tile or tiles of DEM data for the surface to be adequate for accurate orthoimagery rectification.

Should the DEM for an orthophoto imagery tile need to be updated, the PPGA requires that the DEM be re-delivered in tile format (4000' x 4000') containing all DEM data used for that tile. This updated data shall be delivered in a LAS format.

4.5.5. Coordinate System

The coordinate system for this project shall be Colorado State Plane Coordinate System, Central Zone, Datum of NAD83 (1996), units of US Survey Feet. Although limited to the DEM delivery, the Vertical Datum shall be NAVD88.

4.5.6. Flight Dates

Imagery shall be flown when deciduous foliage is under "leaf-on" condition yet early enough to minimize shadows and reduce the chance of snow (the PPGA preference is to capture data during "leaf-off" conditions). Thus, the target flight window shall be from June 1, 2026, to July 31, 2026. The appropriate flight dates are listed below and may be adjusted due to ground or weather conditions upon prior approval of UTILITIES.

Area	Start Date	Finish Date
Area SA-3	June 1, 2026	July 31, 2026

4.6 Sub-Area 4

4.6.1 Image Resolution

Image pixel resolution for Sub-Area 4 shall be 1'.

4.6.2 Ground Sampling Distance

CONTRACTOR is not to exceed flying heights for the 1' pixel acquisition. CONTRACTOR shall not deviate from these requirements unless approved by UTILITIES PM. Statistical sampling (RMSE) must show that these GSD values are being achieved. **Offsets from the required ground sampling distances should not exceed ten percent (10%).**

Sub-area 4: Resolution = 1.0' GSD MAXIMUM

4.6.3 Horizontal Accuracy

All final image products must meet the horizontal accuracy specifications listed below:

- ASPRS Class 2 accuracy standard for 1:2400 mapping. This specifies a point coordinate accuracy requirement in which the horizontal RMSE for a minimum of 20 well defined points is less than 4.0 '.

4.6.4 Digital Elevation Model (DEM)

Existing DEM data available from the USGS shall be used as the DEM data source. National Elevation Dataset (NED) available data of 1/3 arc-second, or approximately 10 meters, can be downloaded for free from the USGS using the National Map viewer. CONTRACTOR is responsible for downloading this publicly available data to cover Sub-Area 4. Note that available data may be in multiple files and based on different collection years. CONTRACTOR is expected to update or supplement this DEM data, if necessary, to ensure that final orthophotos for the area meet specified horizontal accuracy tolerances.

4.6.5 Coordinate System

The coordinate system for this project shall be Colorado State Plane Coordinate System, Central Zone, Datum of NAD83 (1996), units of US Survey Feet.

4.6.6 Flight Dates

Imagery shall be flown in late spring to early summer, under "leaf-off" conditions (if conditions make that possible) and early enough to minimize shadows and reduce the chance of snow. The appropriate flight dates are listed below and may be adjusted due to ground or weather conditions upon prior approval of UTILITIES PM.

Area	Start Date	Finish Date
Area SA-4	June 1, 2026	July 31, 2026

4.7 Digital Stereo Pair Requirements

Digital stereo pairs are a required deliverable for the area outlined below and covers approximately 463 square miles. Stereo pair delineations are defined in Figure 3 below. All digital stereo pairs for delivery shall be provided such that the images are compatible with Esri ArcGIS Pro version v3.4 or higher.

As part of this delivery, the following information related to the stereo models shall also be included with the delivery to UTILITIES PM:

- Photo Position – photo center X,Y,Z, with Z being the above ground average
- Omega, Phi, Kappa values
- Camera Calibration
- Photo Direction
- 6 Interior orientation coefficients
- 6 exterior orientation parameters

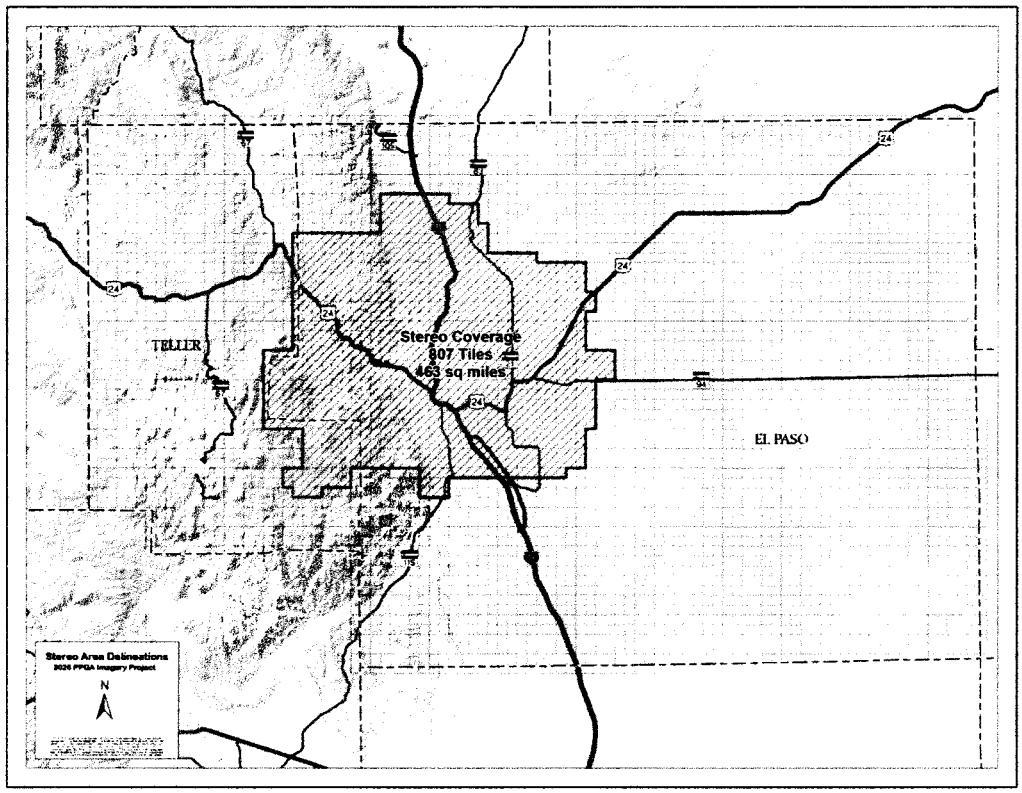

Figure 3 - Deliverable Stereo Coverage Extents

5.0 Overall Aerial Photography Requirements

5.1. Digital Aerial Camera

The aerial camera used shall be a precision large-format digital aerial camera equipped with low distortion, high-resolution optics, and high pixel count charge-coupled device (CCD) sensors. It must be capable of:

- Ground resolution equal to or better than 6"
- Generating four-band imagery from separate red, green, blue, and near-infrared bands
- Supporting high geometric accuracy through forward motion compensation and image stabilization
- Producing images that are compatible with existing softcopy photogrammetric environments (Image station)

A digital camera calibration report shall be submitted. If not, any available results of camera tests completed by the USGS or other organizations independent of CONTRACTOR shall be submitted. In addition, the following are to be submitted:1) the results of testing done by the camera manufacturer and/or CONTRACTOR, and 2) detailed camera specifications. CONTRACTOR shall own the digital aerial camera and ensure there are spare cameras of the same make and model available should issues occur with camera performance.

5.2. Multi-spectral Image Acquisition

For all project areas, the color (RGB) and near-infrared (NIR) bands are to be acquired simultaneously such that a four-band image (RGBNIR) can be created for delivery. Any attempt to use image compression during image acquisition must be approved by the UTILITIES PM prior to the start of the project.

5.3. Flight Conditions

To ensure product uniformity, it is imperative that CONTRACTOR addresses adherence to the specific flight conditions. Flight time schedules, quality assurance of color balancing processes, continuity between flights, and continuity from one sub area to the next, are all conditions that must be addressed in CONTRACTORs' deliverables.

The sun angle for all flights shall not be less than thirty (30) degrees and orthophoto imagery shall be acquired generally between 10:00 am and 2:00 pm local time. In no case shall orthophoto imagery be undertaken when the ground is obscured by snow; in the presence of obscuring fog or dust; when streams are not within their normal banks; or when cloud shadows appear on more than two percent (2%) of the area in any one image. Photographs shall not contain objectionable shadows (e.g., obscuring roads and other important features) caused by relief or low solar altitude. CONTRACTOR shall use photographic targets for use in establishing horizontal control during aerial triangulation, targets should be of an appropriate size to be easily recognizable within the aerial imagery.

Sub-Area 3 and 4 Enhancements

- Sanborn will implement a minimum sun angle of 40° during all flights in Sub-Areas 3 and 4.
- We will maintain a minimum overlap of 40% between adjacent flight lines in these areas to mitigate tree lean and improve stereoscopic coverage.

- Flights will be scheduled within the approved seasonal window (June 1 – July 31) to minimize snow presence while capturing leaf-on conditions.

Note: UTILITIES and the PPGA strongly prefers flights to be under sunny conditions and encourages CONTRACTOR to not fly during overcast conditions. CONTRACTOR should contact UTILITIES PM before flying under overcast skies.

5.4. Flight Plans

All flight lines shall be submitted digitally in a standard Esri shape file format and in the coordinate system specified for the given project area. Flight line features shall be attributed with appropriate identification information. Flight lines may be broken up into flight segments to accommodate terrain changes, atmospheric problems, or military flight approval. Ground sampling distances shall be maintained throughout the flight line, which would be flown at the same altitude. Each segment of a flight line shall be flown continuously, without interruption. The principal points of the first two (2) and the last two (2) exposures of each flight line shall fall outside the boundaries of the area to be covered by the flight, and all side boundaries shall be covered by a minimum of 25% of the photo stereo image format. The principal points of the first two (2) and the last two (2) exposures of each flight segment shall overlap. These flight plans shall be submitted for approval by the UTILITIES PM prior to the aerial photography imagery phase. Upon completion of the photographic missions, all revised, final flight lines shall be submitted with photo centers.

Note: There are several military reservations within the project area. Authorization for overflights of these areas, and for flights within Traffic Control Zones associated with both military and civil air operations, may have to be secured and shall be the responsibility of CONTRACTOR to do so. The UTILITIES PM, if requested, can set up a meeting with Colorado Springs municipal airport and Ft. Carson officials (Ft. Carson absolutely requires overflight authorization) to assist with flight coordination and other communication requirements. All final arrangements shall be the responsibility of CONTRACTOR and must be reported to UTILITIES PM. Any issues securing clearance in these areas must be reported to the UTILITIES PM within twenty-four (24) hours.

5.5. Re-flights

Unacceptable orthophoto imagery shall be corrected, at no additional cost to UTILITIES. The re-flight coverage shall overlap the accepted orthophoto imagery by at least two (2) stereo models. Re-flights fall under the same quality control standards and guidelines as all other imagery in this project. Upon completion of the re-flight(s), CONTRACTOR shall submit a detailed quality control report to the UTILITIES PM for approval based upon stated specifications.

5.6. Aircraft

Any aircraft to be used on the project shall be equipped with all essential navigational and photographic instruments, including Airborne Global Positioning Satellite (ABGPS) enhanced navigational systems. All aircraft must be operated by a well-trained and experienced crew. Performance of the aircraft shall be adequate to complete the proposed project in accordance with the technical specifications. All operations shall be in conformity with the applicable official regulations and ordinances. Appropriate Federal Aviation Administration documentation indicating that the aircraft used is within current requirements and operating specifications shall

be submitted by CONTRACTOR prior to the first flight in which the aircraft is used on the project. CONTRACTOR shall provide evidence that all aircraft used for this project are properly insured.

The aircraft shall have a proven service ceiling with an operating load of not less than five percent (5%) above the highest altitude requirements to secure the specified orthophoto imagery. It is not mandatory, but it is preferred that CONTRACTOR owns the aircraft used for the OP 2026 project and that CONTRACTOR has access to a backup aircraft.

5.7. Spacing of Images

Overlapping images in each flight line and between flight lines shall provide full stereoscopic coverage of the area to be mapped in accordance with the end lap and side lap specifications.

5.8. End lap

Images used as stereoscopic pairs shall have overlap of between fifty-five percent (55%) and sixty-five percent (65%) in the respective frames. Consecutive images in each flight line shall have an end lap of approximately sixty percent (60%) to ensure full stereoscopic coverage, except where increased overlap is specified for Sub-Areas 3 and 4.

5.9. Side lap

Side lap between adjacent parallel flight lines shall be adequate to satisfy the requirement for stereoscopic coverage, and shall be approximately thirty percent (30%), plus or minus five percent (5%), except where increased overlap is specified for Sub-Areas 3 and 4.

5.10. Crab

Any flight or portion thereof in which crab is more than three degrees (3°) shall be cause for rejection of orthophoto imagery. CONTRACTOR shall describe how the proper crab shall be maintained and documented throughout the flight.

5.11. Tilt

Tilt of the camera from vertical at the instant of exposure shall not exceed three degrees (3°), nor shall it exceed five degrees (5°) between successive exposure stations. Average tilt over the entire project shall not exceed one degree (1°). CONTRACTOR shall describe how the proper tilt shall be maintained and documented throughout the flight.

5.12. Flight Height

Proper flight heights must be maintained to meet the ground sampling distance requirements as outlined in Section 4 of this document. The departure above or below the flying height required to maintain the specified photo scale must not exceed five percent (5%). CONTRACTOR shall be responsible for maintaining proper flying height throughout the project.

5.13. Flight Data Tagging

CONTRACTOR shall provide a digital photo flight line index containing the geographic centers of each flight line in an Esri shape file format. The index shall be in the coordinate system specified for this project and must include the following information.

- Flight line number
- Exposure number/ID
- Time of day of exposure (in the format: hr:min:sec)
- Date of flight line flight (in the format: mm/dd/yyyy)
- Elevation in feet above sea level
- Scale of orthophoto imagery
- Ground Sampling Distance

5.14. Disposition of the Original Imagery

The original orthophoto imagery and products provided shall be the property of the PPGA. Delivery of the original imagery to UTILITIES in TIFF format is required. UTILITIES prefers deliveries using portable hard drives with USB connectors. Any other type of delivery method must be approved by UTILITIES PM prior to delivery. CONTRACTOR shall not make, sell, or loan copies of this data except as approved in writing by UTILITIES.

5.15. Photo Point Index

CONTRACTOR shall provide a digital photo point index containing the geographic centers of each original image in an Esri shape file format. The index shall be in the coordinate system specified for this project and must include the following information:

- Flight line number
- Exposure number/ID
- Date of exposure (in the format: mm/dd/yyyy)
- Time of day of exposure (in the format: hr:min:sec)
- Elevation in feet above sea level
- X Location of Point
- Y Location of Point
- Scale of orthophoto imagery
- Ground Sampling Distance

6.0 Survey Control and Analytical Triangulation Requirements

6.1 Ground Control Points

CONTRACTOR shall need to select and use enough ground control points as necessary to facilitate both Airborne GPS data capture and sufficient ground referencing. CONTRACTOR should identify the desired location of the ground control points as part of their operational flight map.

These points shall be delivered to the UTILITIES PM in a standard Esri shape file format, in the coordinate system specified for this project, and must include the following information:

- Point Name
- X Location of Point
- Y Location of Point
- Z Location of Point

6.2 Survey Control

Survey control points currently exist across a portion of the project area, generally within the Colorado Springs city limits. The Colorado Springs Utilities Land Base Services group shall be available to CONTRACTOR as available to help identify survey control points within the Colorado Springs city limits as needed for this project. CONTRACTOR is responsible for control in all other areas. Sub area delineations can be found in Appendix B-1. Note that delivery area order must be maintained. Delivery area order shall not be changed without approval of the UTILITIES PM.

6.2.1 Sub-Area 1

Portions of Sub-Area 1 have been photographed and mapped under several previous projects and, therefore, most of the area has sufficient control to ensure proper adjustment of new imagery. The PPGA shall work with CONTRACTOR to provide existing control point information within this area.

If new control is required within sub-area 1, if available, the PPGA may be able to provide survey services within the city limits and will provide reports of any survey efforts indicating the accuracy attained in capturing new control points. All surveying shall be conducted under the direct supervision of a licensed Colorado Professional Land Surveyor. The accuracy of any new control surveys shall meet or exceed the accuracy requirements for this project.

CONTRACTOR shall be responsible for collecting new control outside of the city limits. CONTRACTOR must fully justify any requirement for additional control to the UTILITIES PM. Upon completion of new survey control, a digital survey report shall be produced by CONTRACTOR and delivered to the UTILITIES PM for approval. The accuracy of any new control surveys shall meet or exceed the accuracy requirements for this project.

6.2.2 Sub-Area 2

Portions of Sub-Area 2 have been photographed and mapped under many previous projects and, therefore, most of the area has sufficient control to ensure proper adjustment of new imagery. UTILITIES shall work with CONTRACTOR to provide existing control point information and for any additional control that may be needed to cover any new areas within Sub-Area 2. It is doubtful that any new control is needed within this area. However, should new control be required in this area, CONTRACTOR shall provide all survey services. CONTRACTOR must fully

justify any requirement for additional control to the PPGA. Upon completion of new survey control, a digital survey report shall be produced by CONTRACTOR and delivered to the UTILITIES PM for approval. All surveying shall be conducted under the direct supervision of a licensed Colorado Professional Land Surveyor. The accuracy of any new control surveys shall meet or exceed the accuracy requirements for this project.

6.2.3 Sub-Area 3

Sub-Area 3 is the smallest of the sub-areas but is also the most remote. Sub-Area 3 has been photographed and mapped under many previous projects and, therefore, most of the area has sufficient control to ensure proper adjustment of new imagery.

Should new control be required in this area, CONTRACTOR shall provide all survey services. CONTRACTOR must fully justify any requirement for additional control to UTILITIES PM. Upon completion of new survey control, a digital survey report shall be produced by CONTRACTOR and delivered to UTILITIES PM for approval. All surveying shall be conducted under the direct supervision of a licensed Colorado Professional Land Surveyor. The accuracy of any new control surveys shall meet or exceed the accuracy requirements for this project.

6.2.4 Sub-Area 4

Sub-Area 4 consists of the entirety of Teller County that is not already part of another sub-area.

Should new control be required in this area, CONTRACTOR shall provide all survey services. Upon completion of new survey control, a digital survey report shall be produced by CONTRACTOR and delivered to UTILITIES PM for approval. All surveying shall be conducted under the direct supervision of a licensed Colorado Professional Land Surveyor. The accuracy of any new control surveys shall meet or exceed the accuracy requirements for this project.

6.3 Control Point Data

Data depicting the control points utilized for this project shall be delivered to UTILITIES PM in a standard Esri shape file format and shall be in the coordinate system specified for this project. Note that all points must also include elevation (Z) coordinate information as an attribute.

6.4 Aerial Triangulation Standards

Fully analytic aerial triangulation shall be used during this project to obtain high accuracy solutions for all project areas. Second generation orientation techniques are not to be used on this project. CONTRACTOR shall confirm with UTILITIES PM that all equipment, software, and procedures used during the Aerial Triangulation process are acceptable to meet this requirement.

The aerial triangulation solution shall adequately control all aerial imagery to facilitate accurate ortho-rectification of the imagery. At a minimum, the positional accuracy of pass and tie points established through the aerial triangulation process shall meet or exceed each of the following conditions:

- RMSE of the final block adjustment at all control and check points shall not exceed 1/7500 of the flight height.

- The maximum allowable error of any point shall not exceed ± 1/5000 of the flight height.

CONTRACTOR should employ checkpoints to validate the accuracy of the aerial triangulated solution. CONTRACTOR should report the results of the check to UTILITIES PM before proceeding with any ortho-rectification. Should these results fail to meet project accuracy standards, UTILITIES PM reserves the right to halt project progress until corrective actions have been put in place to correct the situation.

6.5 Aerial Triangulation Check Points

Check points are horizontal/vertical control points that have been established by ground control procedures throughout the photo block for accuracy checking purposes. At the discretion of CONTRACTOR, checkpoints may be used to improve the aerial triangulation results. CONTRACTOR shall notify UTILITIES of the locations of any check points used within the final solution. The positional values of these points may subsequently be used in the aerial triangulation adjustment once the checks have been evaluated and approved. Independent of these check points, UTILITIES shall use its own set of checkpoints to independently validate from the CONTRACTOR's deliverable product.

6.6 Aerial Triangulation Report

Upon completion of all aerial triangulation work or for any required sub-block adjustments, CONTRACTOR shall deliver two separate reports to the UTILITIES PM for the PPGA to review. The first report shall be an overview report of flight, control, and exposure information, and shall include, but shall not be limited to, the following items:

- Control and flight line indexes
- Exposure stations
- Control points (properly labeled)

The second report shall be an Aerial Triangulation (AT) report outlining the results of the AT process.

This report shall include, but shall not be limited to, the following items:

- All geometric closure errors for survey control points
- Computed coordinates of all control, pass, and check point locations
- Identification of all points to include:
    - Points that were included in the AT solution.
    - Points that were discarded from the AT solution.
    - Explanation of why points were discarded.
    - Weighting factors applied to all points used in the AT solution.

Reports shall also include, at a minimum, a brief narrative that describes the overall AT process including equipment used, procedures, software, RMSE summaries, bundle adjustment solution results, and geometric closure errors. Also included, significant issues (misfits) encountered at control points and the steps taken to analyze the problem and solutions to rectify the discrepancies.

7.0 Digital Imagery Requirements

7.1. Delivery Areas

Orthophotos shall be delivered for each Sub-Area of this project as described in Section 3 of this Statement of Work. Delivery areas are delineated in Figures 1 and 2 within this SOW. The Delivery Area order shall not be changed without the consent of UTILITIES PM.

7.2 Raw Imagery Review

UTILITIES expects the collection of Raw imagery to meet all specifications in this scope regarding clouds, shadows, snow, etc. However, as a simple check of the raw imagery, CONTRACTOR will provide samples of raw imagery for each delivery area for UTILITIES PM to review. CONTRACTOR AND UTILITIES PMs will work out the details of data delivery prior to data collection.

7.3 Orthophotos

CONTRACTOR will process raw imagery at the highest bit depth possible to achieve optimum effectiveness. Orthophotos shall be delivered in the following formats listed below.

- 8-bit, 4 Band (Red, Green, Blue, Near-Infrared)
- GeoTiff, TFW

7.4 Image Quality

Orthophotos shall not contain defects such as missing pixels, pixel color anomalies, excessive color bleed, etc. CONTRACTOR is expected to correct any distortions caused by elevated or depressed structures such as bridges, railroad beds, overpasses, or steep terrain. Any images that are delivered to UTILITIES with these types of anomalies shall be rejected. In addition, visible image seams or sutures within a digital orthophoto shall also be rejected, including any with edge or feather effects. Furthermore, orthoimagery with evidence of imagery manipulation, such as copy/paste of pixels, shall be rejected by UTILITIES PM.

7.5 Image Mosaic Tiles

Creating image mosaic tiles is an essential part of producing a digital orthoimagery. The methods used to mosaic imagery are critical to the final product produced. Where digital mosaic orthoimages are created, it is essential that proper color, contrast, and brightness be maintained across such areas so that visual effects are essentially eliminated. All radiometric correction processes must result in minimal radiometric seams within or between flight lines. Images must also be well edge matched such that tonal values are consistent across edges. Finally, CONTRACTOR should use advanced color balancing techniques to create an output dataset that has a seamless context across the entire project.

7.6 Data Structure

Digital orthoimagery data shall be delivered in a TIFF format with associated world (.TFW) files. Files shall be named and sized (4000' x 4000') according to the tile layout provided by UTILITIES. Data should be transferred to UTILITIES using portable disk technology. CONTRACTOR shall perform anti-virus software checking of all portable disks prior to any delivery to UTILITIES PM.

7.7 Quality Acceptance / Acceptance Standards

CONTRACTOR shall provide orientation to its employees assigned to this project so that all employees clearly understand the requirements and deliverable specifications of the project. CONTRACTOR shall also perform quality assurance checks of the data prior to delivery of the data to UTILITIES and shall provide evidence of such quality assurance checks by delivering feedback regarding each delivery. In addition to that undertaken by CONTRACTOR, UTILITIES shall perform its own quality acceptance check. Acceptability of deliverables shall occur when all digital files and digital orthophotos delivered meet all project requirements regarding file structure and conformity as per UTILITIES review. ***UTILITIES shall provide feedback on all orthoimagery deliverables within a mutually agreed upon timeframe, prior to data review activities beginning, using Contractor's online Viewer tool. Typically, the review period is completed within 21 days of receipt of the data from Contractor. Contractor shall provide data as a hosted Image Service.***

7.8 Project-Wide Mosaic

Upon completion and acceptance of orthoimagery tiles and completion of sub-areas, CONTRACTOR is to produce project-wide mosaic datasets for the areas and formats listed below.

- One JP2 file covering SA1 (City of Colorado Springs area)
- One JP2 file covering SA1-SA3 (El Paso County Area)
- One JP2 file covering SA Area 4 and extended areas comprising all of Teller County boundary (Teller County)
- One JP2 file covering SA Areas 1-4 (Entire Project Area)

Compression parameters shall be discussed between CONTRACTOR and PPGA and agreed upon and approved by the UTILITIES PM prior to delivery.

7.9 Labor Resources

UTILITIES will allow the major production work of Orthophoto production to be performed by CONTRACTOR subcontractors. However, UTILITIES ***requires*** that all final quality control steps be completed by CONTRACTOR within the United States by CONTRACTOR employees located at that site. Should CONTRACTOR need additional production resources from outside vendors or other CONTRACTOR offices to adhere to the project schedule, the UTILITIES PM must be notified and approve of such changes prior to the use of such resources and/or implementation of products.

8.0 Warranty

The PPGA requires that CONTRACTOR warrant the deliverable products and repair, replace, or correct any deliverable product for a ***two-year period*** following final acceptance of the data by the UTILITIES PM for any deliverable product that is defective, deviates from industry standards, or fails to meet all prescribed specifications set forth in this scope of work.

The UTILITIES PM retains the sole right to determine CONTRACTOR'S adherence to all specifications. If in the sole discretion of the PPGA, it determines that CONTRACTOR has seriously breached specifications, the UTILITIES PM may require CONTRACTOR to suspend production of additional work services until such time as CONTRACTOR can demonstrate that the problem has been

remedied to the satisfaction of the PPGA. UTILITIES PM may adjust the deliverable schedule/milestones of the project if necessary.

9.0 Deliverable Products and Acceptance Criteria

9.1. Deliverables

Deliverable products include information being exchanged from CONTRACTOR to the UTILITIES. The following matrix shows deliverable data from CONTRACTOR to UTILITIES and the PPGA as described in the scope of work.

Item	Section
Project Schedule	3.2, 10.0
Digital Elevation Model	4.6.4, 4.7.4
Camera Calibration Report	5.1
Flight Plan / Flight Index	5.4, 5.13
Ft. Carson Approval	5.4
Aircraft FAA Documentation	5.6
Photo Point Index	5.15
Ground Control Points	6.1
Survey Control Reports	6.2
Control Point Data File	6.3
Aerial Triangulation Report / Check Points	6.4, 6.5, 6.6
Raw Imagery Review	7.2
Digital Orthoimagery Delivery	7.3
Data Review / Feedback	7.7
Project Area Mosaic Files	7.5, 7.8
Digital Stereo Pairs	4.7
Data Acceptance	9.2
Warranty	12.0

9.2. Project Deliverable Acceptance

All products must meet the specifications agreed to as outlined in this Task Order. All deliverable products shall be reviewed and approved by UTILITIES PM.

An acceptance program shall be executed based on a thorough review of the prototype delivery and the proper completion of the above deliverables. The prototype calls for the early delivery of four (4) separate locations (representing each Sub-Area) that contain four (4) contiguous tiles each.

UTILITIES PM shall use all specification and requirement criteria outlined in this document and accompanying appendices to determine acceptance and rejection of all identified deliverables.

After acceptance checking, products shall be either:

1. **ACCEPTED** - Products that meet specifications and contain no errors, or so few errors as to be acceptable to UTILITIES PM, shall be formally indicated as ACCEPTED. UTILITIES PM shall notify CONTRACTOR of the products accepted. Payment for work completed shall not be made until the products are accepted by UTILITIES PM.

2. **REJECTED** - This means that the number and character of the errors detected by UTILITIES PM are such that the products are returned to CONTRACTOR. UTILITIES PM shall formally notify the CONTRACTOR of the REJECTED status of the products. CONTRACTOR must edit and correct the products for resubmittal to UTILITIES PM for its quality control edit. If, at the sole discretion of UTILITIES PM, there are an undue number of rejected products, the UTILITIES PM may require CONTRACTOR to suspend production until the problems contributing to the rejections are identified and corrected.

Execution of the correction procedure shall not affect the overall production schedule unless mutually agreed upon between the UTILITIES and CONTRACTOR PMs.

10.0 Schedule

The following table outlines the major schedule milestones for the 2026 orthoimagery project. UTILITIES understands that poor weather and undesirable ground conditions could lead to delays in aerial acquisition. However, poor planning, resource issues, or other items caused by poor performance by CONTRACTOR are not appropriate reasons for schedule changes. Initial schedule dates cannot be changed without prior written approval of UTILITIES PM. Note that it is the intention of UTILITIES to complete major production by December 31, 2026, with project completion by February 28, 2027.

Currently, this schedule is a simplified preliminary schedule and will be mutually reviewed and revised during the project kickoff phase such that dates for the initial delivery, PPGA quality review, corrections, and final acceptance can be defined.

CONTRACTOR and UTILITIES agree to start the project as soon as possible while ensuring that all flight parameters for "leaf-off" conditions, sun angle, and snow/cloud coverage can be met, with the project starting no sooner than March 15, 2026. Note that notice to proceed cannot be provided until all PPGA parties have approved the Memorandum of Understanding (MOU). The dates below may change but should be considered preliminary milestones.

Notice to proceed	March 1, 2026
Begin Aerial flights	March 15, 2026
Conclude Aerial flights	July 31, 2026
Conclude Initial Ortho Production	December 1, 2026
Acceptance of all Ortho tiles	January 15, 2027
Conclude Mosaic Production	February 15, 2027
Final Acceptance of all data, Project Complete	March 15, 2027

11.0 Performance Requirements

The UTILITIES and CONTRACTOR recognize that time is of the essence concerning this agreement and that the UTILITIES shall suffer financial loss if the services provided by CONTRACTOR are not completed within the times specified in the schedules outlined in this scope, including any extensions thereof. UTILITIES and CONTRACTOR also recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the UTILITIES if the services of this scope of work are not completed on time.

The PPGA reserves the right to terminate the contract with CONTRACTOR if the following project milestones or specifications do not occur according to schedule, or are not met, respectively:

- Target flight windows are missed by CONTRACTOR (as noted above for each section, flight dates)
- Non-compliance of mapping specifications by CONTRACTOR
- Non-usage of specified DTM/DEM by CONTRACTOR
- Orthoimagery has been excessively manipulated by CONTRACTOR through copy/paste methods

12.0 Project Completion

Upon delivery and final acceptance of all deliverables by UTILITIES PM, the project shall be deemed complete.

At that time, the UTILITIES PM shall provide CONTRACTOR with a formal letter indicating final acceptance of the data and overall completion of the project. At that point, the data shall be considered under warranty as specified in section 9 of this document.

Exhibit 3

December 5, 2025

Product Description	Subtotal	Cost Estimates					
		Colorado Springs	CSU	E911	EPC	Teller County	
Total Cost Estimate	**$183,834.40**						
Sub Areas 1-3							
Cost Share (%)	100%	25.00%	25.00%	25.00%	25.00%	0%	
8 Bit, 4 Band Ortho Imagery - 6" & 12" Resolution	$150,861.35	$37,715.34	$37,715.34	$37,715.34	$37,715.34	$0.00	
NIR Included	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$150,861.35	**$37,715.34**	**$37,715.34**	**$37,715.34**	**$37,715.34**	**$0.00**	
Sub Area 4 - Teller County							
Cost Share (%)	100%	0%	0%	50%	0%	50%	
8 bit, 4 Band Ortho Imagery - 1 Foot Resolution	$32,973.05	$0.00	$0.00	$16,486.53	$0.00	$16,486.53	
NIR Included	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$32,973.05	**$0.00**	**$0.00**	**$16,486.53**	**$0.00**	**$16,486.53**	
Mosaic Deliverables							
JPEG 2000 - PD Areas 1-3 (Colorado Springs Area)*	$0.00	$0.00	$0.00	$0.00	NA	NA	
JPEG 2000 - PD Areas 1-13 (El Paso County Area)*	$0.00	$0.00	$0.00	$0.00	$0.00	NA	
JPEG 2000 - PD Areas 14-15 (Teller County Area)*	$0.00	NA	NA	NA	NA	$0.00	
JPEG 2000 - PD Areas 1-15 (Entire Project Area)*	$0.00	NA	NA	$0.00	NA	NA	
	$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
	$183,834.40	**$37,715.34**	**$37,715.34**	**$54,201.86**	**$37,715.34**	**$16,486.53**	**$183,834.40**

Variance from estimate	$0.00

$0.00

* Mosaics included in the overall price