

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3115 ORDINANCE COUNCIL SERIES NO. \_\_\_\_\_

COUNCIL SPONSOR STEFANCIK/PRESIDENT PROVIDED BY MIS

INTRODUCED BY MR. CANULETTE SECONDED BY MR GOULD

ON THE 7<sup>TH</sup> DAY OF JULY 2005

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CHAPTER 2, SEC. 2-009.00, PARISH FEES AND SERVICE CHARGES, TO INCLUDE SUBSECTION G(1) FOR THE COST AND PRODUCTION OF MAPS OBTAINED FROM THE DEPARTMENT OF MANAGEMENT INFORMATION SERVICES.

WHEREAS, it is necessary to amend existing fees and charges associated with reproduction and administrative services provided by the Parish Government; and

WHEREAS, the Parish has established a Geographic Information System (GIS) database which serves as the foundation for all mapping and geographic information systems application development performed by the Parish; and

WHEREAS, members of the public often request copies of maps or other compilations of GIS data that has been previously created for governmental purposes, as well as custom maps or other custom compilations of GIS data not previously created for governmental purposes, and the Parish recognizes that it may be responsible for providing such GIS data to the public; and

WHEREAS, the Parish desires to recover the incremental costs of providing the GIS data to the public and a reasonable portion of the costs associated with building and maintaining the GIS by charging fees to members of the public for the provision of the GIS data; and

WHEREAS, the Parish desires to implement measures to protect the GIS data from improper use or dissemination by members of the public, as well as to protect the Parish from liability for any errors or discrepancies that may be contained in the data; and

WHEREAS, the Parish has determined that its interests are best served by enactment of an ordinance providing for the issuance of a license in a form prescribed by the Director of Management Information Services in conjunction with the sale of the Parishs GIS data, and which will further provide that members of the public comply with certain restrictions on the use and dissemination of the GIS data as a condition of the issuance of the license.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS that it amends the Code of Ordinance, Chapter 2, Section 2-009.00 Parish Fees and Service Charges as follows:

Amend Chapter 2, Section 2-009.00, Fees and Service Charges, as follows:

A) General Government

1. Administrative documents:

a.	Code of Ordinances, per copy .....	\$ 300.00
b.	Supplement to Code, per page .....	0.50
c.	Photocopy of ordinances, resolutions, minutes, etc., per page .....	0.50
d.	Certification, each .....	1.50
e.	Mailout - agendas/notices, per year. ....	210.00
f.	Maps (each)	
	3" x 3" .....	10.00
	6" x 6" .....	25.00
	9" x 9" .....	35.00
	Aerial photo (1" = 1,000') .....	6.00
	2" x 3" .....	5.00

5.00

f. **Administrative after-hours fee** . . . . . **100.00 per hour max**  
 (Amended by Ord. No. 91-1436, adopted 04/18/91; Ord. No. 97-2689, adopted 07/24/97;  
 amended by Ord. No. 98-2915, adopted 8/20/98)

Amend Section 2-009.00, Parish Fees and Service Charges, by creating, Item G, Management Information Services, Number 1, Geographic Information Systems, Part A-I, as follows:

**(G.) Management Information Services**

**1. Geographic Information System**

The Geographic Information System provides for the preparation and sale of data whether in paper or digital format. This data is a compilation of data from various sources at various scales and accuracy's.

**A. Sale of GIS Data:**

The department of GIS or such other agency as the Director of Management Information Services (primarily known as MIS) shall designate, may develop, implement and maintain a Geographic Information System (GIS) primarily for the use of the various agencies of the Parish and, if authorized by the Director of MIS or a designee, for the limited use of other persons, or entities. The GIS, as the same may be further defined in writing by the Director of MIS, shall be made up of digital data ("GIS data") electronically created, collected, formatted, manipulated or otherwise maintained by the Parish.

**B. Procedures for Requesting GIS data:**

St. Tammany Parish Department of MIS will not accept any GIS request by telephone. All GIS Data/Map request should use the Data/Map Request Form. (Attached, Exhibit A). All requests must be paid in advance. All requests, must be submitted by postal service, fax, email or in person.

**C. Fees for GIS Data/Maps**

**c1. Fixed Rate Costs (Previously Formatted Digital Images)**

<b>Paper Maps/Paper Maps on other Media</b>	
30 x 40 Paper	\$ 35.00
8.5 x 11 Paper	\$ 5.00
8.5 x 14 Paper	\$ 7.00
11 x 17 Paper	\$ 10.00
Paper Map on CD Media	\$ 7.00
Paper Map on DVD Media	\$ 12.00
Paper Map on Floppy Disk Media	\$ 3.00

\*If multi-media is required, the charge will be as follows:

The first media will be at the price listed above. The additional media will be charged at an hourly rate of \$50.00 an hour (minimum quarter hour billing), plus cost of media.

**c2. Layers (Digital Source Data Files – Shapefiles, Imagery, Coverage)**

The St. Tammany Parish GIS information is organized into layers. Below is a list of the layers and their availability at this time. This is the most popular option for engineering, planning and architectural firms that need the source data in digital format for use in their own GIS or CAD software packages. The Parish holds the right to change the contents of this list at any time without notice.

Note: The layers listed below may be requested for production on paper or paper map on media and will be charged at the fixed rate cost above and (if needed) the custom rate cost below.

<b>St. Tammany Parish Coverage Layers</b>	<b>Available</b>	<b>Commercial</b>	<b>Non-Commercial</b>
Parish Boundary	Yes	\$ 500.00	\$ 250.00
Parish Council Districts	Yes	\$ 500.00	\$ 250.00
Voting Precincts	Yes	\$ 500.00	\$ 250.00
Tax Districts	Yes	\$ 500.00	\$ 250.00
Wards	Yes	\$ 500.00	\$ 250.00
School Board Districts	No	\$ 500.00	\$ 250.00
Sewerage Districts	Yes	\$ 500.00	\$ 250.00
Water Districts	Yes	\$ 500.00	\$ 250.00
Louisiana Senate Districts (St. Tammany Only)	Yes	\$ 500.00	\$ 250.00
Louisiana House of Rep. (St. Tammany Only)	Yes	\$ 500.00	\$ 250.00
Lighting Districts	Yes	\$ 500.00	\$ 250.00
Enterprise Zones	Yes	\$ 500.00	\$ 250.00
Hospital Districts	Yes	\$ 500.00	\$ 250.00
Drainage Districts	Yes	\$ 500.00	\$ 250.00
Road Districts	Yes	\$ 500.00	\$ 250.00
Zoning Districts	Yes	\$ 500.00	\$ 250.00
Zoning Linear Features	Yes	\$ 500.00	\$ 250.00
6500 Ft. Photo Grid	Yes	\$ 500.00	\$ 250.00
Flood Zones (FEMA Q3 Data)	Yes	\$ 500.00	\$ 250.00
<b>St. Tammany Parish Coverage Layers (ND2025)</b>	<b>Available</b>	<b>Commercial</b>	<b>Non-Commercial</b>
Existing Land Use	Yes	\$ 500.00	\$ 250.00
Future Land Use	Yes	\$ 500.00	\$ 250.00
STATSGO Soils (Detailed Soils)	Yes	\$ 500.00	\$ 250.00
Hydric Soils	Yes	\$ 500.00	\$ 250.00
Natural Community Habitats	Yes	\$ 500.00	\$ 250.00
Flood Zones (FEMA Q3 Data)	Yes	\$ 500.00	\$ 250.00
Public Facilities	Yes	\$ 500.00	\$ 250.00
<b>Property Layers</b>	<b>Available</b>	<b>Commercial</b>	<b>Non-Commercial</b>
Lots	Partial	\$ 500.00	\$ 250.00
Ownership Hooks	No	\$ 500.00	\$ 250.00
Parcels	Partial	\$ 500.00	\$ 250.00
Village Owned Parcels	Partial	\$ 500.00	\$ 250.00
<b>Survey Related Layers</b>	<b>Available</b>	<b>Commercial</b>	<b>Non-Commercial</b>
Township and Range	Yes	\$ 500.00	\$ 250.00
Sections	Yes	\$ 500.00	\$ 250.00
Tammany Trace	Yes	\$ 500.00	\$ 250.00
<b>Reference Layers</b>	<b>Available</b>	<b>Commercial</b>	<b>Non-Commercial</b>
Centerline	Yes	\$ 500.00	\$ 250.00
Streets (Line work and Names)	Yes	\$ 500.00	\$ 250.00
Hydrology Line	Yes	\$ 500.00	\$ 250.00
Hydrology Poly	Yes	\$ 500.00	\$ 250.00
Major Regional Roads	Yes	\$ 500.00	\$ 250.00
Points of Interest	Yes	\$ 500.00	\$ 250.00
Railroad Tracks	Yes	\$ 500.00	\$ 250.00
Street Edges	Yes	\$ 500.00	\$ 250.00
Municipal Boundaries	Yes	\$ 500.00	\$ 250.00
Subdivisions	Yes	\$ 500.00	\$ 250.00
Schools	Yes	\$ 500.00	\$ 250.00
Parish Barn Sites	Yes	\$ 500.00	\$ 250.00
Parish Barn Areas	Yes	\$ 500.00	\$ 250.00

Watersheds	Yes	\$ 500.00	\$ 250.00
Zoning	Yes	\$ 500.00	\$ 250.00
<b>Recreation Layers</b>	<b>Available</b>	<b>Commercial</b>	<b>Non-Commercial</b>
Recreation Districts	Yes	\$ 500.00	\$ 250.00
Parks	Yes	\$ 500.00	\$ 250.00
<b>Fire Layers</b>	<b>Available</b>	<b>Commercial</b>	<b>Non-Commercial</b>
Fire Districts	Yes	\$ 500.00	\$ 250.00
911 Address Grids	Yes	\$ 500.00	\$ 250.00
Fire Stations	Yes	\$ 500.00	\$ 250.00
<b>Census Layers</b>	<b>Available</b>	<b>Commercial</b>	<b>Non-Commercial</b>
Census Blocks 1990	Yes	\$ 500.00	\$ 250.00
Census Blocks 2000	Yes	\$ 500.00	\$ 250.00
Census Tracts	Yes	\$ 500.00	\$ 250.00
<b>Other</b>	<b>Available</b>	<b>Commercial</b>	<b>Non-Commercial</b>
Contours Lydar (Atlas)	Yes	\$ 500.00	\$ 250.00
Spot Elevation Lydar (Atlas)	Yes	\$ 500.00	\$ 250.00
Building Footprints	Yes	\$ 500.00	\$ 250.00
Address Points	Yes	\$ 500.00	\$ 250.00
Cellular Towers	No	\$ 500.00	\$ 250.00
Billboards	No	\$ 500.00	\$ 250.00
Zip Codes	Yes	\$ 500.00	\$ 250.00
USGS Quad Coverage	Yes	\$ 500.00	\$ 250.00
<b>Aerials</b>	<b>Available</b>	<b>Commercial</b>	<b>Non-Commercial</b>
2000/2001	Yes	\$ 120.00 p/tile	\$ 60.00 p/tile
(one tile of aerial is 6500' x 6500')			

Due to an existing license agreement, St. Tammany Parish Department of MIS is only authorized to provide copies of the centerline road file with the associated data to other Government agencies.

c3. **Custom Rate Costs** (any image that requires additional effort from staff other than simply running map generating programs.)

\*\* The cost of this data will be at an hourly rate of \$50.00 per hour (minimum quarter hour billing) plus media, as listed above.

c4. **Postage** (if required) will be billed as follows:

\$ 2.00 per package plus postage

c5. **GIS Data Subscription**

St. Tammany Parish Department of MIS allows for public and private entities to receive regular updates of the GIS data through Bi-Annual or Quarterly updates. St. Tammany Parish Department of MIS charges a fee based on the subscription schedule identified in the table below.

Government Agencies	Number of Updates	Annual Cost
Quarterly Subscription	4	\$ 2,500.00
Bi-Annual Subscription	2	\$ 1,250.00
Private Sector	Number of Updates	Annual Cost
Quarterly Subscription	4	\$ 3,000.00
Bi-Annual Subscription	2	\$ 1,500.00

D. **License Required for Digital Source Data Files:**

The following information is an overview of information authorized and not authorized in the St. Tammany Parish Geographical Data Licensing Agreement. (Attachment, Exhibit B)

- d1. It shall be unlawful for any person or entity, other than another governmental entity, to acquire, maintain or use any application GIS data without first obtaining a mutual, signed license agreement (hereinafter "license") issued by the Director of MIS or designee and in a form prescribed by the same, under the conditions set forth in this section and upon the payment of a fee as also provided for in this section;
- d2. All GIS licenses issued pursuant to this section shall be executed by the person or entity requesting the GIS data ("licensee") and shall set forth the purposes for which the licensee intends to use the GIS data. The Director of MIS or a designee shall either approve or deny the licensee's proposed use of the data and if such use is approved, the license shall be issued upon the agreement of the licensee that it acknowledges and will comply with the following expressed conditions and understandings;
- d3. The licensee will not copy, reproduce, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, allow the use of, permit access to, distribute, allow interactive rights to, or otherwise make the GIS data available to any other person or entity in any form whatsoever, except as specifically provided for in the license and authorized by the Director of MIS;
- d4. The licensee will keep and maintain the GIS data in a secure manner, will keep a record of the location of the GIS data, and will return the GIS data to the Parish or destroy the GIS data and inform the Parish of the same upon the cessation of the use of the GIS data;
- d5. The licensee guarantees and has an ongoing and continual duty to notify any employees, agents, contractors or other individuals having access to the GIS data as a part of the licensee's authorized use of the GIS data of the restrictions set forth in this section and in the license, and to ensure that the employees, agents, contractors or other individuals comply with the same;
- d6. The licensee acknowledges and understands that the GIS data is not a legally recorded map, survey, or legal document and that the GIS data may contain errors; the GIS data is for reference only and the licensee will not use or rely upon the GIS data in any other way;
- d7. The licensee acknowledges and understands that the Parish has provided the GIS data on an "AS IS" basis and makes no representations, guarantees, or warranties regarding this GIS data whatsoever, including but not limited to representations, guarantees or warranties that the GIS data is fit for any purpose or is accurate, complete or correct; and further that the Parish expressly disclaims any and all liability of any nature whatsoever arising out of any use of the GIS data by the licensee or by any other person or entity; licensee specifically releases the Parish from any claims or losses related hereto;
- d8. The licensee shall defend, release, indemnify and save and hold harmless the Parish and its officers, agents and employees from any and all claims, damages, demands, liabilities, losses, actions, suits, costs, expenses, legal fees, judgments, causes of action or other legal, equitable or administrative proceedings of any kind whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, which in any way result from, are connect with, or arise out of, directly or indirectly, the actions or omissions of the licensee in connection with any use of the GIS data obtained by the licensee or any other person or entity, including actions or omissions of the licensee's officers, employees, agents, representatives, invitees, licensees, sub consultants, or any other individual obtaining access to the GIS data provided by the Parish to the licensee;
- d9. The licensee will, upon request from the Parish, use its best efforts to assist

the Parish in identifying any unauthorized use of the GIS data by any person or entity that may have gained possession of the GIS data provided by the Parish to the licensee;

- d10. The licensee understands that any person who violates the terms and conditions of this Ordinance by failing to pay or violating any portion of this Ordinance, shall be guilty of an infraction and may be fined Twenty Five Thousand dollars (\$25,000.00), plus a reasonable attorney fee, all Parish administrative costs and court costs. In the event there are multiple violations, each violation will be deemed a separate offense;
- d11. If any copying or reproduction of the GIS data is specifically provided for in the license and authorized by the Director of MIS or designee, the licensee shall affix a copyright and limitation on use notice, in the form, manner and location as is specified in the license, to all copies or reproductions of the GIS data that the licensee guarantees;

E. **Third Party Access:**

If it is necessary for Licensee to make the GIS data available to agents, contractors, consultants or other third parties for licensee's business purposes, licensee must obtain from 'each' agent, contractor, consultant or other third party a signed copy of the St. Tammany Parish Government Geographical Data Licensing Agreement. (Attachment, Exhibit B)

F. **Data Sharing:**

The following information is an overview of information authorized and not authorized in the attached St. Tammany Parish Geographical Data Licensing Sharing Agreement. (Attachment, Exhibit C)

- f1. When it is in the best interest of St. Tammany Parish Government and other parties or entities to enter into an agreement to share data, a GIS Sharing Agreement will be required.
- f2. Licensee and St. Tammany Parish agrees to reformat, reproject and copy the digital maps, at no cost to the licensee, and to permit the licensee to use said digital maps for the purposes of maintaining and updating a digital GIS layer, provided that the licensee does not reformat or copy or distribute the digital maps and otherwise complies with the terms of this agreement.
- f3. The Licensee agrees to update, maintain and provide at no cost to St. Tammany Parish Government the digital GIS data developed using their GIS.
- f4. The licensee agrees to update files and deliver to the Parish in ArcView format (SHP) quarterly.
- f5. The licensee agrees that the digital maps will not be reformatted or copied, nor be further reproduced, distributed or permitted to be used by any other person, firm, corporation, association or entity.
- f6. Failure to fulfill the terms of the sharing agreement will result in payment in full for the cost of the layers provided, as part of the agreement.

G. **Deposit of Funds:**

St. Tammany Parish Government GIS department previously established the St. Tammany Parish Mapping Fund. All fees collected under this Ordinance shall be deposited in this fund. All monies in the Mapping Fund shall be used to replenish supplies used to fill data request.

H. **Miscellaneous:**

The digital maps provided by the Parish shall remain the property of the Parish, which shall retain all rights commensurate with ownership, including the right to

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sell, release, license, and use or provide the digital maps to others as it deems appropriate in its sole discretion.

I. Venue:

In the event of a dispute, all claims shall be brought in the 22<sup>nd</sup> Judicial District Court in the Parish of St. Tammany.

REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not effect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

MOVED FOR ADOPTION BY: \_\_\_\_\_, SECONDED BY: \_\_\_\_\_

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS:

NAYS:

ABSTAIN:

ABSENT:



Ord. Cal 3115

## *St. Tammany Parish Government*

"Building Excellence"

MANAGEMENT INFORMATION SYSTEMS

21490 Koop Drive, Mandeville, Louisiana 70471 Telephone (985) 898-2448 Fax (985) 898-5289

### **Geographic Information Systems Legal Disclaimer**

The St. Tammany Parish has developed a Geographic Information Systems (GIS) database from existing public records that the St. Tammany Parish is mandated to maintain in order to carry out the normal functions of St. Tammany Parish Government.

The St. Tammany Parish makes no claims as to the reliability of the original data collection process and is not responsible for inaccuracies that could have occurred due to errors in the original data input or undetectable errors due to electronic transfer of the data from system to system or system to disk.

The St. Tammany Parish customarily uses this data for planning purposes and record keeping, and the St. Tammany Parish is not responsible for any other use of this public information. If it comes to the Parish's attention that this information is being used for commercial purposes, we will retain the right to withhold this information from the requester.

The St. Tammany Parish has accumulated this data in pursuance of its governmental function. This information is provided as required under the Freedom of Information Act and the Parish, its officers and employees assert their full legal rights under governmental immunity for any liability arising from any act of omission or commission with respect to the information furnished.

The Parish makes no claim as to the accuracy of the base maps and their associated data tables and assumes no responsibility for their positional or content accuracy.

In providing data (or access to it) the Parish assumes no obligation to assist the contractor in the use of the data, or in the development, use or maintenance of any applications applied to the data.

The Parish assumes no responsibility for the accuracy of any subsequent copies of the licensed data, made and distributed within the Licensee's organization.





*Ord Cal. 3/15*

## *St. Tammany Parish Government*

"Building Excellence"

MANAGEMENT INFORMATION SYSTEMS

21490 Koop Drive, Mandeville, Louisiana 70471 Telephone (985) 898-2448 Fax (985) 898-5289

### **Geographical Data Licensing Agreement**

**BY USING THE ENCLOSED SOFTWARE YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS YOU MAY RETURN THIS PACKAGE (INCLUDING ALL ACCOMPANYING ITEMS) TO THE PLACE YOU OBTAINED IT FOR A REFUND.**

St. Tammany Parish (hereafter "Parish") and GIS data (hereafter "Data") provided under this Lease Agreement is licensed and not sold. You obtain no rights whatsoever other than those specifically granted to the undersigned under this license. The term "Data" means the original and all whole or partial copies of it, including modified copies or portions merged into other data. The Parish retains all title, rights and interest in and to the Data. The Data provided under this Agreement may contain or be derived from portions of material provided by third parties. The Parish has assumed the responsibility for selection of such materials and its use in the Data licensed hereunder. Nevertheless, the undersigned, and not the Parish nor third parties, are responsible for the selection of the Data for your purposes, and for the installation of, use of, and results obtained from the Data.

#### **LICENSE**

1. The Parish grants to the undersigned (hereafter "Licensee") an exclusive, non-transferable license to use the following Parish Data and any related documentation (hereafter "Files"). This license shall commence as of the date set forth below and continues until the Licensee submits a written notice to the Parish stating discontinuation of use and return of the Files.
2. The Licensee agrees to use reasonable care, but in all events at least the same degree of care that it uses to protect its own proprietary data and information of similar importance, and to prevent the unauthorized use, disclosure, or availability of all information of a proprietary nature that it receives in connection with this Agreement. The Licensee will require its personnel to agree to do likewise.
3. The Licensee will not be liable for inadvertent unauthorized use of proprietary data or information, provided that upon discovery of such inadvertent or unauthorized use, the Licensee immediately notifies the Parish and cooperates to prevent any further unauthorized use of the proprietary data and information in the Licensee's possession.
4. It is the responsibility of the Licensee to ensure that the individuals who are authorized to access the Data only do so for purposes authorized under this Agreement and do not abuse that access in any way or manner. The Licensee's obligations respecting the unauthorized use of the Data and

information will survive termination of this Agreement and will remain in effect as long as the Licensee continues to possess or control data or information furnished by the Parish.

#### **OWNERSHIP**

1. The Parish retains complete and full ownership of the Data and Files. The Data and files supplied by the Parish with this Licensing Agreement are for the exclusive use of the Licensee. The Licensee agrees that it will not assign, license, distribute, or transfer the Data and/or Files in any way whatsoever to any other person, firm, corporation, or other organization without the prior written consent of the Parish.
2. To the extent the Parish discloses proprietary data and information pursuant to this Agreement, the Licensee acknowledges that the Parish claims and reserves all rights and benefits afforded proprietary information under law, and that this Agreement does not transfer any title or interest in or to any proprietary data or information of the Parish, and that Licensee is granted only a limited right of use of such proprietary data and information as set forth in this Agreement.

#### **LIMITED WARRANTY**

1. The Parish warrants that it has the right to convey the data and information provided under this Agreement, and that the Licensee's use of the data in accordance with the terms of this Agreement does not and will not violate any applicable law, rule or regulation or any contracts with third parties or any third-party rights in any U.S. patent, U.S. copyright, trademark, trade secret or similar right.
2. ALL DATA AND INFORMATION PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS. THE PARISH ASSUMES NO LIABILITY FOR THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY OR PERFORMANCE OF THE DATA AND INFORMATION PROVIDED HEREUNDER. EXCEPT FOR THE EXPRESSED WARRANTY SET FORTH ABOVE, THE PARISH DISCLAIMS ALL WARRANTIES REGARDING THE DATA AND INFORMATION PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Licensee specifically acknowledges that it will be solely responsible for the selection, installation, use, efficiency and suitability of the data and information.

#### **LIMITATION OF REMEDIES**

1. Except for Parish liability for damages for infringement of intellectual property rights, Licensee specifically acknowledges, understands and warrants that the Parish will not be liable for any indirect, exemplary, incidental or consequential damages arising out of or otherwise relating to the use of the data or information, however caused, including, but not limited to, loss of data, business interruption, loss of profits, or other economic loss, even if the Parish has been advised of the possibility of such damages.
2. Licensee specifically acknowledges, understands and warrants that The Parish shall have no other liability with regard to the Data. Licensee understands that The Parish does not warrant that the same Data will meet the requirements of Licensee or that the operation of the Data will be error free, or that Data defects will be corrected. The entire risk as to the quality and usefulness of the data and the entire risk arising out of the use or performance of this Data and documentation rests with Licensee. In no event shall the Parish, or anyone else involved in the creation, production or delivery of this Data, be liable for any damages whatsoever whether in contract or in tort,

including but not limited to lost profits, lost savings, lost data, business interruption, computer failure or malfunction, or other pecuniary loss or any direct, indirect or incidental damages or other economic consequential damages, or for any claim or demand against Licensee by any other party, arising out of the use or inability to use this Data, even if the Parish, or anyone else involved in the creation, production or delivery of this Data, has been advised of the possibility of such damages. The limitation of remedies described in this Section also applies to any third-party supplier of materials to the Parish. The limitations of liabilities of the Parish and its third-party suppliers are not cumulative. Each such third-party supplier is an intended beneficiary of this Section.

#### **GENERAL**

1. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind between the parties, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. Nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee between the Parish and either the Licensee or any employee or agent of the Licensee. The Licensee will be liable to the Parish for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
2. Neither party will be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such party and without its fault or negligence. Such circumstances will include, but will not be limited to, acts of God, acts of war, civil commotions, riots, strikes, lockouts, disruptions of telecommunications transmissions, accident, fire, water damages, flood, earthquake, or other natural catastrophes.
3. This Agreement will be governed and construed in all respects in accordance with the laws of the State of Louisiana. The 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany shall be the exclusive venue and jurisdiction for any legal dispute.
4. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements concerning the use of such data and information. Any supplement to, modification, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.
5. The Parish agrees to defend, at its own expense, and to indemnify and hold harmless the Licensee and its officers, agents, and employees from and against all judgments, claims, damages, suits, liabilities, settlements, costs and demands, including reasonable attorney's fees, suffered or incurred by the Licensee as a result of any claim that the data and information provided within the scope of this Agreement infringes any U.S. patents, U.S. copyrights, trademarks, trade secrets or other intellectual property rights of third parties, provided that the Parish is promptly notified in writing of such claim. The Parish will have the sole right to control the defense of all such claims, lawsuits and other proceedings including the right to settle the same. In no event will the Licensee settle any such claim, lawsuit or proceeding without the Parish's prior express written approval. The Licensee will cooperate with the Parish in a reasonable way to facilitate the settlement or defense of such claim. The foregoing states the entire liability of the Parish with respect to infringement of any intellectual property rights by the data or information or any parts thereof. The Parish's obligations under this paragraph shall not survive the termination of this Agreement for any reason.

6. The Licensee agrees, at its own expense, to defend, indemnify and hold harmless the Parish and its elected officials, agents, and employees from and against all judgments, claims, damages, suits, liabilities, settlements, costs and demands, including reasonable attorney's fees, suffered or incurred by the Parish as a result of any claim that the Data and information provided within the scope of this Agreement has been improperly used, distributed, or disseminated in any way whatsoever. The Licensee's obligations under this paragraph shall survive the termination of this Agreement.
7. This Agreement shall become effective upon the date of signature and shall remain in effect for a period of three (3) months or until the completion of the project, whichever occurs first.
8. Either party has the right to terminate this agreement, with or without cause, with thirty (30) days written notice to the other. Upon termination, all Data and materials shall be immediately returned by Licensee to the Parish. Licensee agrees that no copies of any Data shall be retained in any way whatsoever. If Licensee violates this section and retains Data, Licensee agrees that a liquidated damage penalty of twenty five thousand (\$25,000.00) dollars shall be immediately due and owing, together with a reasonable attorney fee to the Parish incurred in the enforcement of this section. In the event there are multiple violations, each violation will be deemed a separate offense.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Company Name: \_\_\_\_\_ (if applicable)

By: \_\_\_\_\_  
                     Authorized Signature

Name: \_\_\_\_\_  
                     Printed

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail: \_\_\_\_\_

(Optional & used only to assist us to notify owners of the GIS CD-ROM when new updates are available)



Ord Cal 3115

# St. Tammany Parish Government

"Building Excellence"

MANAGEMENT INFORMATION SYSTEMS

21490 Koop Drive, Mandeville, Louisiana 70471 Telephone (985) 898-2448 Fax (985) 898-5289

## GEOGRAPHICAL DATA LICENSING SHARING AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (the "User") and St. Tammany Parish Government (the "Parish")

**WITNESSETH:**

WHEREAS, the User has requested that the Parish supply the User with digital maps of portions of the Parish; and

WHEREAS, The Parish is agreeable to reformatting, reprojecting and copying the digital maps, at no cost to the User, and to permitting the User to use said digital maps for the purposes of maintaining and updating a digital GIS layer of \_\_\_\_\_, provided that the User does not reformat or copy or distribute the digital maps and otherwise complies with the terms of this agreement.

WHEREAS, the User has agreed to update and maintain the digital maps of the \_\_\_\_\_, at no cost to the Parish.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the User and the Parish agree as follows:

- 1 The Parish agrees to convert copy and deliver to the User digital data for the following map files: example: Parish-wide coverage for the following: Parcels of record with databases, etc.
- 2 The User agrees to maintain and provide at no cost to the Parish, immediate updates of the digital GIS data developed using their GIS of the \_\_\_\_\_. Updated files should be delivered by the User to the Parish in ArcView format (SHP) format and shall be provided at least quarterly.
- 3 The user agrees that the digital maps will not be reformatted or copied, nor be further reproduced, distributed or permitted to be used by any other person, firm, corporation, association or entity. Notwithstanding the previous sentence User shall have the right to distribute hard copies, but not digital, of any maps produced from the \_\_\_\_\_ parcels requested \_\_\_\_\_ layer of the \_\_\_\_\_ layer.
- 4 The Parish reserves the right to deny access to certain coverage's.
- 5 The Parish hereby disclaims any and all liability or responsibility for any damage, injury, loss, claim, or lawsuit arising from any error, inaccuracy or other problem. Furthermore, the User agrees to indemnify and hold harmless the Parish and its officials and employees, from any and all claims, liability damages, injuries and suits arising from the use of the computer diskettes or the digital maps contained therein or thereon by the User or its employees or assignees.

- 6 The digital maps provided hereunder are provided "as is" and the Parish expressly disclaims all warranties, express or implied including warranties as to accuracy of the digital maps and merchantability and fitness for a particular purpose, and further expressly disclaims responsibility for all incidental, consequential or special damages arising out of or in connection with the use of performance of the digital maps.
- 7 User acknowledges this disclaimer of warranty and expressly waives all warranties express or implied and waives any right of claim for damages incidental, consequential or special arising out of or in connection with the use or performance of the digital maps.
- 8 All information provided by the User under the terms of this agreement shall be verified by Parish GIS staff prior to use by the Parish. Any release of unverified information, which is required by law, shall bear in bold print, a disclaimer notifying the recipient that the information is unverified and may not be relied upon for official use.
- 9 The digital maps provided by the Parish shall remain the property of the Parish, which shall retain all rights commensurate with ownership, including the right to sell, release, license, and use or provide the digital maps to others as it deems appropriate in its sole discretion.
- 10 The digital maps provided by the Parish are deemed and remain hereafter proprietary information of the Parish, shall not be provided or assigned to other parties without the express written consent of the Parish, and are afforded the full protection of copyright law.
- 11 Digital maps will be supplied in ArcView format (SHP)
- 12 The updated digital maps provided by the User to the Parish shall be deemed the property of the Parish, including the right to use, reproduce, copyright, sell, release, license or provide the digital maps to others.
- 13 Failure to fulfill the terms of the sharing agreement will result in immediate payment in full by User for the cost of the layers provided as per the then existing Parish ordinance.
- 14 In the event legal action must be taken against the User to enforce any term or condition herein, then User shall be liable for all administrative fees and costs, a reasonable attorney fee and all court costs.
- 15 In the event of any dispute herein, venue and jurisdiction shall be the 22<sup>nd</sup> Judicial District Court in the Parish of St. Tammany
- 16 **Cancellation:** This agreement may be canceled by either party, with or without cause, upon sixty (60) days written notice to the other party. Upon cancellation of the agreement pursuant to this paragraph all information, maps, programs, files and documents in both written and electronic form in possession of the User shall be immediately returned to the Parish at the cost of User.

WITNESS the following signatures

User company name

St. Tammany Parish Government

BY: \_\_\_\_\_

BY: \_\_\_\_\_

User printed name

Janet Pike  
Director of MIS