



Capital Area Council of governments

INTERLOCAL CONTRACT FOR ENHANCED 9-1-1 DATABASE PROGRAM

Art. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. CAPCOG has developed a *Strategic Plan* to establish and maintain 9-1-1 emergency telephone service in State Planning Region 12, and the Texas Commission on State Emergency Communications has approved its *Plan*.

1.2. The City of Austin ("City") is a Texas home-rule municipality that has agreed to participate in implementing the *Strategic Plan* as authorized by chapter 771 of the Health and Safety Code.

1.3. This contract is entered into between CAPCOG and City under chapter 791 of the Government Code so that City can participate with CAPCOG in implementing the enhanced 9-1-1 emergency telephone system in the Region.

Art. 2. Goods and Services

2.1. City agrees to coordinate implementation of the Geographic Information System (GIS) on a countywide basis in accordance with the standards adopted for CAPCOG's GIS Program. Specifically, City agrees to:

(1) Coordinate 9-1-1 GIS activities within the City to develop and enhance the 9-1-1 GIS coverages required by MappedALI and the *CAPCOG MappedALI GIS Database Requirements*, Attachment C to this contract. The coordinator must develop, compile and maintain current, seamless citywide coverages for street centerlines, address points, ESNs, city limits, and common places.

(2) Provide to CAPCOG GIS mapping files described in Art. 2.1(1) with (i) 100% complete attribution for all map graphics following the *CAPCOG MappedALI GIS Database Requirements*, Attachment C to this contract; (ii) street centerline graphics spatially accurate to within + or - 10 feet of CAPCOG-provided aerial photography of the road beds and drawn or pointing in the correct direction for the corresponding address range and "snapped" to county boundary intersection points provided by CAPCOG; ; (iii) addressed structure center point graphics spatially accurate to within + or - 25 feet of CAPCOG-provided aerial photography of the structures; (iv) ESN graphics spatially accurate to within + or - 50 feet of their true location; (v) city limit line graphics spatially accurate to within + or - 50 feet of their true location; and (vi) common place point graphics spatially accurate to within + or - 50 feet their location as located on the CAPCOG provided aerial photography

(3) Enter into contracts for joint data development and information sharing among Travis County, the Travis Central Appraisal District, and other public entities and private interests located within Travis County so as to enhance the effectiveness of emergency service delivery related to 9-1-1 GIS coverages. If the City is unable to acquire any required MappedALI GIS data, as described in Art. 2.1(1), from one of the entities listed above, then City must develop it independently.

(4) Track City council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises in which the City council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the City, the City must notify CAPCOG in writing within two business days in order to facilitate the development of an appropriate response.

(5) Resolve conflicts and problems related to the 9-1-1 GIS data maintained by City. If any issue regarding the GIS data arises that the City cannot resolve on its own, the City must contact CAPCOG within two business days in order to determine the best course of action to resolve the issue.

(6) Submit to CAPCOG's 9-1-1 GIS Department, at least quarterly until MappedALI is implemented and then monthly, a copy of updated GIS mapping files for street centerlines, address points, ESNs, city-limit boundaries, and common places. All files submitted to CAPCOG must be in ESRI shapefile format, must lie within the 2002 TNRIS Stratmap county line extent provided by CAPCOG, and must be in the projection 'State Plane – Texas Central' 'NAD83,' working units of 'Feet.'

(7) Submit to CAPCOG's 9-1-1 GIS Department weekly the updated GIS mapping files described in Art. 2.1(1) if CAPCOG requests weekly updates because of the number of changes.

(8) Certify as accurate, to the best of the City's knowledge, and provide to CAPCOG's Emergency Services Department addressing and MSAG updates and changes according to schedules developed by CAPCOG and furnished to the City.

(9) At a minimum, back up weekly on removable media all critical 9-1-1 GIS mapping files, coverages, and related data (street centerlines, address points, ESNs, city limits and common places files) and store the removable media in a secure place.

(10) Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Services Department in writing within two business days of the receipt of a request for addressing database or information made under the Texas Public Information Act.

(11) Include metadata, in the authorized CAPCOG format, for all distributed data. All data and derivative products such as maps must include the standard CAPCOG data disclaimer.

(12) Resolve any discrepancies between GIS layer databases and the MSAG database, as

determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS data layers to CAPCOG in a timely fashion.

(13) Resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS data layers to CAPCOG in a timely fashion.

Art. 3. Cooperative Purchasing

3.1. City may request CAPCOG to purchase on City's behalf, but no more often than quarterly, the 9-1-1 equipment CAPCOG has authorized City to purchase. City agrees to request the purchase in accordance with CAPCOG's *9-1-1 Policies and Procedures Manual*.

3.2. If CAPCOG purchases 9-1-1 equipment for City, City agrees that CAPCOG may deduct the cost of the 9-1-1 equipment purchased from the contract price otherwise payable to City under Art. 5.

Art. 4. Effective Date and Term of Contract

4.1. This contract takes effect on September 1, 2005 and it ends, unless terminated early under Art. 11, on August 31, 2006.

Art. 5. Contract Price and Payment Terms

5.1. CAPCOG agrees to compensate City in the total amount of, and not to exceed \$340,697.00 for its performance of this contract. The total contract price is allocated among specified categories in the Database Management Financial Report, Attachment A to this contract. City agrees to spend no more than the amount allocated to each category for the goods and services described in that category.

(b) Subject to the requirements of this Art. 5 and the suspension and early termination provisions of Art. 11.5, CAPCOG agrees to make the payments described in Art. 5.1(a) solely from funds obligated for that purpose. The City's monetary obligations under this contract are payable solely from current revenues appropriated to pay these obligations.

5.2. City agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the Database Management Financial Report, Attachment A to this contract, and submitting it to CAPCOG together with the completed CAPCOG Quarterly Database Report, Attachment B to this contract, for the last month of the quarter. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).

5.3. CAPCOG agrees to pay City the reimbursement requested within 30 calendar days

after receiving the correct and complete Database Management Financial Report and CAPCOG Quarterly Database Report.

5.4. If City made expenditures under this contract in violation of applicable law or policy, City agrees to repay the reimbursement for those expenditures to CAPCOG within 60 calendar days from the date CAPCOG notifies City of the repayment amount due and the reason repayment is required. If City does not repay the reimbursement when required, CAPCOG may refuse to purchase 9-1-1 equipment on City's behalf and may withhold all or part of the unpaid reimbursement from City's future entitlement to reimbursement under this or future interlocal contracts between the parties for implementation of the enhanced 9-1-1 database program.

5.5. (a) City may appeal in writing to CAPCOG its determination that City repay the reimbursement, explaining why it believes the determination is wrong, or City may request CAPCOG in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. CAPCOG agrees to submit the appeal or proposal or both to the Texas Commission on State Emergency Communications with its recommendation and to furnish City with a copy of its recommendation. The Commission's decision on City's appeal or proposal or both is final.

(b) The appeal authorized by Art. 5.5 (a) is the only mechanism for challenging CAPCOG's determination under Art. 5.4 that City repay the reimbursement. The dispute resolution process of Art. 12 is not available to challenge CAPCOG's determination.

Art. 6. Performance Reports

6.1 City agrees to report Quarterly to CAPCOG on its performance of this contract using the CAPCOG Quarterly Database Report, Attachment B to this contract.

6.2. The first report for the months of September, October, and November 2005 and are due by December 15, 2005. Reports for each subsequent quarter are due by the following dates: 3/15/06, 6/15/06, and 9/15/06.

Art. 7. Compliance with Applicable Law and Policy

7.1. City agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code; rules implementing the Act contained in title I, part 12, Texas Administrative Code; the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); Texas Commission on State Emergency Communications, *9-1-1 PROGRAMS Policies and Procedures*; and CAPCOG's *9-1-1 Policies and Procedures Manual*.

Art. 8. Independent Contractor, Assignment and Subcontracting

8.1. City is not an employee or agent of CAPCOG, but furnishes goods and services under this contract solely as an independent contractor.

8.2. City may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Art. is void.

8.3. If CAPCOG consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and City agrees to furnish a copy of this contract to each of its subcontractors.

Art. 9. Records and Monitoring

9.1. City agrees to maintain financial records (including procurement records if applicable), statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. City agrees to maintain these records at City's offices.

9.2. Subject to the additional requirement of Art. 9.3, City agrees to preserve the records for three state fiscal years after receiving its final payment under this contract.

9.3. If an audit of or information in the records is disputed or the subject of litigation, City agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

9.4. CAPCOG is entitled to inspect and copy, during normal business hours at City's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit City's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

9.5. CAPCOG at least once each year will visit City's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Art. 7. CAPCOG will provide City a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

9.6. CAPCOG agrees to notify City at least 24 hours in advance of any intended visit under this Art. 9. Upon receipt of CAPCOG's notice, City agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9.7. The Texas Commission on State Emergency Communications and the Texas State Auditor have the same inspection, copying, and visitation rights as CAPCOG.

Art. 10. Nondiscrimination and Equal Opportunity

10.1. City shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

10.2. If City procures goods or services with funds made available under this contract, City agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAPCOG's *9-1-1 Policies and Procedures Manual*.

Art. 11. Suspension and Early Termination of Contract

11.1. City acknowledges that CAPCOG's sole source of funding for this contract is a legislative appropriation distributed under contract between CAPCOG and the Texas Commission on State Emergency Communications. If the Commission does not make timely payments to CAPCOG under its contract, CAPCOG may suspend payment to City under this contract by giving City notice of the suspension. The suspension is effective five business days after City's receipt of the notice. Upon suspension of payment, City's obligations under this contract are also suspended until CAPCOG resumes payment. If the suspension continues for a cumulative total of 30 or more calendar days, or if the Commission terminates its contract with CAPCOG, CAPCOG or City may terminate this contract by giving the other notice of termination, and this contract terminates five business days after the receipt of notice.

11.2. Except as provided in Arts. 5.4 and 5.5, if CAPCOG or City breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Art. 12.

11.3. If CAPCOG suspends payment to City under Art. 11.1, or if this contract is terminated under Art. 11.1 or 11.2, CAPCOG and City are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor City is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

11.4. Termination for breach under Art. 11.2 does not waive either party's claim for damages resulting from the breach, and both CAPCOG and City among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

11.5. The ending of this contract under Art. 3 or its early termination under this Art. 11 does not affect City's duty:

(1) to repay CAPCOG for expenditures made in violation of applicable law or policy in accordance with Arts. 5.4 and 5.5;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Art. 9.

Art. 12. Dispute Resolution

12.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 12, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Art. 12.

12.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

12.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Art. 13. Notice to Parties

13.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Art. 13.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Art. 13.2.

13.2. CAPCOG's address is 2512 IH-35, South, Suite 220, Austin, TX 78704, Attention: Executive Director. City's address is P.O. Box 1088, Austin, Texas 78767, Attention: Toby Futrell, City Manager.

13.3. A party may change its address by providing notice of the change in accordance with Art. 13.1.

Art. 14. Miscellaneous

14.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

14.3. The following Attachments are part of this contract:

- A. Database Management Financial Report
- B. CAPCOG Quarterly Database Report
- C. *CAPCOG MappedALI GIS Database Requirements*

14.4. Venue for this contract lies exclusively in Travis County, Texas, and Texas law governs the interpretation and application of this contract.

14.5. This contract is binding on and inures to the benefit of the parties' successors in interest.

14.6. This contract is executed in duplicate originals.

CITY OF AUSTIN, TEXAS

CAPITAL AREA COUNCIL OF GOVERNMENTS

By _____

By _____

Name _____

Betty Voights
Executive Director

Title _____

Date _____

Date _____

FY 2006-2007 DATABASE MANAGEMENT FINANCIAL REPORT			
CAPITAL AREA COUNCIL OF GOVERNMENTS 2512 IH-35 SOUTH, SUITE 200 AUSTIN, TEXAS 78704			
Name of County	Approved Budget	Period Covered by this Report	
	\$		
Reporting Categories	Expenditures This Period	Prior Period Expense to Date	Total Expenditures to Date
5111 Salaries - Full Time			
5411 Office Supplies			
5415 Other Supplies			
5511 Postage & Delivery			
5521 Telecommunications			
5531 Office Space			
5532 Utilities			
5541 Equipment Maintenance			
5550 Sign Replacement			
5712 Mileage/Travel			
5732 Addressing Training			
Total	\$0.00	\$0.00	\$0.00
Certification:			
I certify to the best of my knowledge and belief that the information in this report is correct and complete, and that all expenditures were made in compliance with the CSEC rule 251.9 and the terms and provisions of the Interlocal Contract providing for this reimbursement.		Date:	
		Print Name:	
Signed:			

ATTACHMENT C

CAPCO MappedALI GIS Data Requirements (v3.0)

The following five data layers, and corresponding attribution specifications, are required to be regularly maintained by each county for MappedALI. Each field in a specific layer must be kept in the same format (such as the "LESN" field being a 5 character long String) as outlined below. Those fields highlighted in GREY are not needed from the Counties at this time but are part of the MappedALI software format so should be left blank if the fields are included. Remember to keep the field names in your database the same as those listed, and in the same order of occurrence, and that all entries for every field must be in UPPER CASE.

STREET CENTERLINES

Graphics Edits

Each *named* street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All *unnamed* streets included in the street centerline layer are only required to have the designation "DVRW" entered in the 'street name' field. When a street centerline needs to be added, and it can be seen on the current aerial photography provided by CAPCO, the centerline can be drawn in using the imagery as a reference. If, however, the street centerline is not visible on the most current aerial photography, alternative methods will have to be used to update the street centerline dataset. These methods include using a GPS unit to capture new street centerlines, or using georeferenced paper plats or digital CAD files to heads-up digitize street centerlines. In all cases each new street centerline will need to be broken, or checked for breaks, at each jurisdiction and ESN line/boundary intersection. In addition street segment directionals must be correct as well.

Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
STREET	String	72	The Entire Street Name
PRD	String	2	Prefix Directional
STN	String	60	Street Name
STS	String	4	Street Suffix
POD	String	2	Post Directional
ROC	String	3	Street Type
FROMLEFT	Long Integer	10	Left Low Address
TOLEFT	Long Integer	10	Left High Address
FROMRIGHT	Long Integer	10	Right Low Address
TORIGHT	Long Integer	10	Right High Address
DLU	Date	8	Date Last Updated
ADDRESSED	Date	8	Date Last Modified
NAMED	Date	8	The Date Street Named
LESN	String	5	Street Segment's Left ESN
RESN	String	5	Street Segment's Right ESN
ESNASSIGNE	Date	8	Date Segment Assigned ESN
LCITY	String	32	Left POSTAL COMMUNITY
RCITY	String	32	Right POSTAL COMMUNITY
CITYASSIGN	Date	8	The Date Street City Assigned
STATUS	Short Integer	1	Status of Segment
ONW	String	1	One-way Street
COL	String	5	County ID Left (FIPS Code)
COR	String	5	County ID Right (FIPS Code)

ROC Codes ('Street Type' Designation)

RP	Ramp
FR	Frontage Road
IH	Interstate Highway
US	US Highway
SH	State Highway
FM	Farm to Market
RM	Ranch to Market
RR	Ranch Road
PR	Park Road
PV	Private
RE	Recreational Road
CR	County Road
CS	City Street

ADDRESS POINTS**Graphics Edits**

All addressed structures must be represented in the address point layer with a symbol which represents the general center of the structure. When an address point needs to be added or moved, and the structure can be seen on the most current aerial photography provided by CAPCO, the point can be moved or placed using the Imagery as the primary reference. If, however, the structure is not visible on the most current aerial photography, alternative methods must be used to update the address point dataset. These methods include using GPS to capture new points, using existing digital plat files, or scanning and georeferencing paper plat files from which to heads-up-digitize new points.

Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
NewAddress	String	82	Entire street address
SAN	Short Integer	10	Site Address Number
PRD	String	2	Prefix Directional
STN	String	60	Street Name
STS	String	4	Street Suffix
POD	String	2	Post Directional
DateAddress	Date	8	Date structure addressed
ADDINFO	String	20	Additional Location Information
ESN	String	5	ESN Number
CITY	String	32	Postal Community
DLU	Date	8	Date Last Updated

ESNs**Graphics Edits**

These are area files that need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responders. This layer is created and maintained by overlaying it on the street centerline file and determining where the boundaries fall based on the jurisdictions responder's service areas. As new responders are added to or change in an area this boundary file will need to be modified accordingly. Communications must be regularly maintained with all fire, law, and emergency medical responders to obtain information required to keep the ESN boundaries updated.

Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
ESN	String	5	ESN Number
LAW	String	35	Law Responder Name

FIRE	String	35	Fire Responder Name
MEDICAL	String	35	Medical Responder name
DLU	Date	8	Date Last Updated

CITY LIMITS

Graphics Edits

When city limits change due to annexations, metes and bounds descriptions for the new city boundaries description must be acquired and the city limits lines updated with them. Coordinate geometry (COGO) descriptions should be used to input the metes and bounds into the GIS.

Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
CITY	String	32	Incorporated Community Name
DLU	Date	8	Date Last Updated

COMMON PLACES

Graphics Edits

Common places are places where people gather that are not already part of the address point or street centerline files. These locations can be digitized from aerial photography or, alternatively, a GPS point for the place can be taken. Both of these follow the same methodologies as outlined for address points.

Database Format

<u>Field Name</u>	<u>Type</u>	<u>Width</u>	<u>Description</u>
NAME	String	80	Site Name
SAN	Long Integer	10	Site Address Number
PRD	String	2	Prefix Directional
STN	String	80	Street Name
STS	String	4	Street Suffix
POD	String	2	Post Directional
ESN	String	5	ESN Number
CITY	String	32	Postal Community
DLU	Date	8	Date Last Updated

FIPS (Federal Information Processing Standards) Codes

<http://www.itl.nist.gov/fipspubs/co-codes/tx.txt>

Bastrop	021	Bell	027	Kendall	259
Blanco	031	Millam	331	Gillespie	171
Burnet	053	Burleson	051	Mason	319
Caldwell	055	Washington	477	San Saba	411
Fayette	149	Austin	015	Lampasas	281
Hays	209	Colorado	089		
Lee	287	Lavaca	285		
Llano	299	Gonzales	177		
Travis	453	Guadalupe	187		
Williamson	491	Comal	091		

file name.xxx

CAPCO Regional Information System GIS Layer Metadata



Identification & Data Quality Information

**DESCRIPTION:
COVERAGE AREA:
SOURCE OF DATA:
DATE LAST MODIFIED:
NATIVE DATA SET ENVIRONMENT:
CURRENT DATA SET FORMAT:
POSITIONAL ACCURACY:**

Spatial Reference Information

**MAP PROJECTION:
COORDINATE SYSTEM:
COORDINATE SYSTEM ZONE:
 False Easting:
 False Northing:
 Central Meridian:
 Standard Parallel 1:
 Standard Parallel 2:
 Latitude Of Origin:
LINEAR UNIT:
DATUM:
 Spheroid:
 Semimajor Axis:
 Semiminor Axis:
 Inverse Flattening:**

Distribution & Contact Information

**DISTRIBUTOR:
DISTRIBUTION LIABILITY:
ONLINE AVAILABILITY:
TECHNICAL PREREQUISITES:
CONTACT PERSON:
CONTACT ORGANIZATION:
CONTACT POSITION:
ADDRESS:
CITY:
STATE or PROVINCE:
POSTAL CODE:
COUNTRY:
CONTACT VOICE TELEPHONE:
CONTACT FAX TELEPHONE:
CONTACT E-MAIL ADDRESS:**

Comments

Standard Disclaimer: The Capital Area Planning Council provides this map

and/or data 'as is' and assumes no liability for its accuracy or completeness. This is intended as a general representation only and is in no way intended to be used as survey grade information.