

Carroll County Geographic Information System Policies and Procedures

Adopted 2-9-04

POLICY: It is the policy of Carroll County to promote continued development of a unified, county-wide open Geographic Information System, Hereinafter GIS, by

- Supporting an information infrastructure, including, but not necessarily limited to, hardware, software, relational database development and management, and network communication (such as Internet, Intranet, local area network and wide area network) to enable and encourage the exchange and transfer of information within and between Carroll County Departments;
- Supporting centralized storage of GIS data and related information (metadata)
- Implementing GIS projects that build upon the parcel-based GIS
- Supporting development and maintenance of the Carroll County World Wide Web site to facilitate communication and enhance public access to pertinent Carroll County government information and GIS data.

SCOPE: This policy applies to Carroll County Departments planning for the use of or involved with GIS data and applications.

PURPOSE: Carroll County views information as a critical strategic requirement for effective decision making and acknowledges that data integration is necessary for effective program and policy implementation. A significant proportion of data managed by Carroll County departments is tied to a geographic location, thus this data can be spatially referenced, analyzed and viewed with GIS. Carroll County has invested in the development of digital orthophotos and an integrated parcel-based GIS. Carroll County uses GIS as a tool to enhance the welfare, health, and safety of Carroll County citizens. Carroll County has also developed an Internet presence to facilitate communication and public access to Carroll County government information.

The primary purpose of this policy is to establish a standardized approach to GIS that will:

- Provide a cost-effective means for coordinating, sharing and disseminating location-based information in an equitable manner
- Maximize our return on the initial investments;
- Provide Carroll County citizens timely access to accurate information;
- Centralize storage of GIS data to help ensure that data is collected once, (which reduces redundancy). And stored once (which capitalizes non storage space and facilitates server maintenance and monitoring), while enabling distribution of GIS data to many users;
- Use a limited variety of GIS software packages to:
 - Reduce personnel training costs
 - Avoid software incompatibilities
 - Make software updates more efficient
- Facilitate emergency response planning and action
- Enhance communication among local, regional, state and federal government agencies, as well as utilities, businesses and industries through cooperation and data integration
- Promote increased awareness about GIS technology and applications to the public and private agencies
- Provide technical assistance for Carroll County GIS projects
- Update and maintain Carroll County's cadastral base map
- Maintain the Carroll County Digital orthophotos based on the existing control network
- Create and maintain GIS data standards for Carroll County.
- Assist with compiling and maintaining information (metadata) about Carroll County GIS data.

Mission Statement: Carroll County will promote fact-based decision making for both day-to-day operational needs and long range planning to benefit citizens of this County. The Carroll County Geographic Information System hereinafter GIS, will enable elected officials, department heads, county employees, public and private agencies and citizens of Carroll County to graphically view and analyze information, and apply GIS technology to Carroll County issues.

Geographic Information System (GIS) Data Distribution

Product Information: Carroll County GIS cadastral map data does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use.

Geo-referencing System

All Carroll County GIS data are distributed in the North American (horizontal) Datum of 1983 (NAD83), National Geodetic Vertical Datum 1929 (NGVD29), in the Iowa North Zone of the State Plane Coordinate System.

Format

Parcel-based Carroll County GIS data are distributed as ESRI ArcView shape files or in a personal geodatabase. Special requests for GIS data in other formats will be considered. Carroll County will not provide the computer software or hardware needed to access the data.

Media

All data are distributed on CD according to the fee structure listed below. Special requests for data distribution on other media will be considered.

Digital Orthophotos

Digital orthophotos of Carroll County are available on CD in .tif, .pdf, or MrSid format for the direct cost of materials and services.

Fee Structure

1. Citizens of Carroll County will receive printed information about their property (parcel) of residence for the cost of the copy or media. Citizens, as used here, include individuals requesting information about their property (parcel) of residence, who received verbal information and/or a printed page of information or plat map. Individual citizens who are requesting digital information for an incorporated area, unincorporated area, or all of Carroll County would pay a fee of \$0.10 per parcel.
2. Governmental agencies, Carroll County school districts, colleges, universities, and municipal utilities (water, sewer, gas, electric) will enter into a Digital Mapping Product License Agreement (Attachment A) with Carroll County, and will be charged a fee for the GIS Data Products based on the direct cost of materials and services and all indirect costs including historical development costs, general overhead for occupancy expenses and a pro rata share of other county department services (the offices of Auditor, Treasurer, Assessor, Attorney and others). The information provided by Carroll County will be updated and made available annually upon request, based on a schedule determined by Carroll County Information Technology Department. See the Carroll County Data Cost Analysis Sheet (Attachment B) for material, service and minimum fees.

Government agencies includes any local, county, state or federal government entity, or the authorized representative thereof. If a government agency enters into a contractual agreement with a services provider (such as a contractor, consultant, engineering firm), pertinent Carroll County GIS products would be granted to the service provider for the life of the project, at the request of the government agency.

School Districts include those that are in Carroll County, and pertain to K – 12 and parochial schools and AEA 11.

Colleges and Universities include institutions of higher learning (such as vocational-technical schools, community colleges, business colleges, universities, university outreach centers) located in Carroll County. GIS data and products would also be made available to other institutions of higher learning for projects that would benefit the citizens of Carroll County.

Municipal utilities include those companies who provide water, sewer, gas,, and electricity to the citizens, businesses, industry, and governing bodies of Carroll County. It does not include those companies that provide cable TY or telephone service with out providing eater sewer, gas and/or electricity. Cable TV and telephone companies our be considered “Other Entities.”

Carroll County may enter into a Digital Mapping Product License Agreement with an entity based on the recommendation of one or more County departments. This will provide access for County departments to beneficial information. The information provided by Carroll County will be updated and made available annually, upon request, based on a schedule determined by Carroll County Information Technology Department, or more often if deemed necessary by the recommending department.

Carroll County reserves the right to grant the use of data for specific projects to qualified organizations for research and special projects that benefit the citizens of Carroll County. Use of GIS data is granted for the life of the project through a Digital Mapping Product License Agreement. Grantees will be charged a fee for the GIS Data Products based on the direct cost of materials and services. See the Carroll County Data Cost Analysis Sheet (Attachment B) for material, service, and minimum fees.

Grantees would be granted the use of Carroll County GIS data and products for research or special projects that would benefit the citizens of Carroll County. Requests for the granted use of GIS information would be considered individually and would be for the life of the research or special project. Grantees engaged in research or special projects could include, but are not limited to, service contractors and consultants working for governments agencies, neighborhoods associations, churches, hospitals, agencies such as Red Cross and United Way, and civic groups.

3. The following Carroll County Departments shall not be charged a fee for GIS data, time, or materials

Ambulance	Environmental Health
Assessor	Home Care Aides
Attorney	Information Technology
Auditor	Public Health
Board of Supervisors	Recorder
Community Services	Sheriff
Conservation	Treasurer
Engineer	

4. All other entities (those not included in 1,2 and 3 above) will enter into a Digital Mapping Product License Agreement (Attachment A) and will be charged for GIS Data Products. See the Carroll County Data Cost Analysis Sheet (Attachment B) for material, service, and minimum fees.

The fee structure for 1,2, and 3 above is designed to encourage access to and sharing of GIS data by limiting costs recovered to the direct cost of materials and personnel services for reproducing the information in digital format. The fee structure for 4 above incorporates a modest GIS data production cost, in addition to the direct cost of materials and personnel services.

Information regarding restriction on use and limitations of Carroll County GIS Products are detailed in the Digital Mapping Product License Agreement.

Carroll Count Department Heads: Department Heads Shall:

1. Consult with the Information Technology Department prior to purchasing GIS software or invest in interoperable GIS software and systems to ensure integration with the existing parcel-based GIS.
2. Develop and maintain information (metadata) about data used in GIS applications if developed independent of the Information Technology Department.
3. Consult with the Information Technology Department regarding issues to include, but not limited to, feasibility, data management, and data storage prior to recommending that the Board of Supervisors enter into a Digital Mapping Product License Agreement with an entity.

4. Use a common map coordinate system (Iowa north, State Plane 1983, North American Datum 1983, National Geodetic Vertical Datum 1929) for Carroll County GIS projects.

Definitions

Inter-operable – capable of integrating and maintaining the integrity of data created with different software packages, while avoiding expensive and time-consuming data conversions and translations.

Parcel-based – an information system that integrates property ownership mapping, property appraisal data and assessment data, along with graphic features (such as rivers, roads, railroads) throughout Carroll County

Map coordinate system – a particular type of reference system that uses lineal or angular quantities to designate the position of points, so that a point of the 3-dimensional spherical Earth can be located on a 2-dimensional flat map.

Geographical Information System – system of computer hardware, software, and procedures designed to support the capture, management, manipulation, analysis, modeling, and display of spatially referenced data for solving complex planning and management problems.

Infrastructure – (as applied to GIS) the physical features that are installed to support the exchange and transfer of information that support Carroll County management, decision-making and staff related information activities, including software, hardware, data, and network communication.

Internet – a worldwide network of computers into which anyone can tap. Home of such popular services as the World Wide Web, FTP (file transfer protocol), and Internet E-Mail.

Intranet – a private network that uses World Wide Web Internet software and standards to enable organizations to share information internally in nearly any form, an internal internet server made available to employees across a local area network or through private dial-up access.

Local Area Network (LAN) – Computers connected to one another with cables and network adapter cards, rather than by modems and telephone lines.

Wide Area Network (WAN) – a large network that exists beyond the boundaries of an office or building. The Internet is a WAN.

Metadata – data about data, an overall description of the contents of a database, GIS feature class, coverage or other layer of information. Metadata would include but is not limited to, the source of the data, methods for gathering the data, person(s) responsible for the data, accuracy of the data, scale of the data, description of categories or data columns, codes or symbols used in data tables.

Data Integration – ability to use of combine data from multiple sources and databases while maintaining the integrity and reliability (data stays in sync when updated) of the data.

Digital Orthophotos – digital version of aerial photographs that are constructed to eliminate image distortion due to changes in aircraft tile and topographic relief.

Internet Server – a hardware component that provides shared services in a networked environment and a software component that provides information and/or processing via the World Wide Web.

DIGITAL MAPPING PRODUCT LICENSE AGREEMENT

THIS AGREEMENT is a license and is made and entered into by and between Carroll County, Iowa (hereafter referred to as "County") and _____ (hereafter referred to as "User") for the use of the Geographic Computer Database, as specified on Attachment A, from Carroll County, Iowa (hereafter referred to as "Product").

WHEREAS, the county is the developer of the Product specified in the agreement with the right to license and distribute the Product; and

WHEREAS, the User desires a license to use the Product and the County desires to grant such a license to the User for the sole purpose of permitting the User to use the Product in its business activity and for no other purpose whatsoever;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

I. AREA OF COVERAGE AND PRODUCT(S)

This agreement is for the use of digital map products providing an area of coverage of Carroll County, Iowa as described on Attachment A or subsequent amendments thereto.

II USE

A. Permitted Uses by the User:

1. The User may make internal copies of the Product solely for the purpose of supporting the User in its business activity;
2. The User may make hard copies of the Product solely for the purpose of supporting the User in its business activity. This shall not restrict the User from making hard copies for public and non-commercial use.

B. Restrictions On Use

1. Unauthorized use. The User shall not sell, loan, rent, assign, distribute or otherwise transfer the Product in any digital form or format, (including, but not limited to, networks, timesharing, or multiple CPU arrangements).
2. Copies. The Use shall not duplicate the Product in digital format except as provided by this Agreement. The User may translate the Product into other digital formats. These "conversions" shall be subject to the same restrictions as the Product under this Agreement.

C. Reserved Rights.

The County shall retain all rights, title and interest in the Product and subsequent digital copies, including the right to license the products covered by this license to other users.

III. WARRANTY

A. No Warranty.

1. The County disclaims any warranties, express or implied, respecting this Agreement or Product, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose arising out of or in connection with this Agreement.
2. The Product is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User.
3. The User acknowledges and accepts the limitations of the Product, including the fact that the Product is dynamic and is in a constant state of maintenance, correction and update.
4. The County shall not be responsible for delays or inability to service or deliver, caused directly or indirectly by strikes, accidents, climatic conditions, or other reasons of similar nature beyond its control.

B. Liability

The County shall not be liable for any damages resulting directly or indirectly from any activity involving the Product not any consequential damages.

C. Remedy

1. User's sole and exclusive remedy for defective delivery media will be to return the Product within 60 days of receipt.
2. The County shall, at its discretion, retain the returned Product and refund the fee for the Product, or replace the Product, or repair the Product and return it to the User.

IV. ASSIGNMENT AND TRANSFER

User shall not lease, sell, distribute, make, transfer, or adding the Product or engage in any other transaction which has the effect of transferring the right of use or part of the Product without prior consent of the County.

V. TERM

- A. The term of this agreement shall not be restricted to time except as set forth in paragraph (B) below and shall commence the date the agreement is executed.
- B. The term of the license shall expire at such time the User discontinues use of the Product, or the User fails to comply with any of the terms and conditions provided herein at which time the license shall be revoked. The license shall be revoked by the County by giving written notice of such revocation to the User.

VI. TERMINATION

Upon termination the User shall return all copies of the Product to the County or destroy all copies, in part and in whole, as directed by the County.

VII. PAYMENT

Initial payment of fees shall be made at the time the license is granted. The fees are set by the County in its sole discretion. The fee for this Product shall be established in Attachment A.

VIII. GENERAL

- A. The parties agree and stipulate that in the event of a dispute, jurisdiction shall reside in the State of Iowa, and this agreement will be governed and controlled by the laws of the State of Iowa.
- B. If any provision(s) of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.
- C. No action, regardless of form, arising out of this agreement may be brought by either party more than two (2) years after the cause arising or, in the case of nonpayment, more than two (2) years from the date the last payment was due.

This agreement is subject to the terms and conditions set forth above. This instrument, and any and all attachments and addendums, contains the entire agreement between the parties, and no statement, promises, or inducement by either party or agent of either part that are not contained in this written contract shall be valid or binding.

In witness whereof, this agreement is executed on the date set forth under the parties names.

Carroll County, Iowa

USER

Title: _____

Title: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____