REQUEST FOR BOARD ACTION

ITEM NO. 8.

DATE OF REQUEST: January 12, 2009

REQUESTED BY: Erik Harvey, Director, Information Technology Services Department

SHORT TITLE: Resolution Authorizing the Pender County GIS Data Use Policy and Pender County GIS Data and Map Price List

BACKGROUND: The Pender County GIS Data Distribution Agreement will protect the County from any liability in the use of or alteration of distributed GIS data. The Pender County GIS Data and Map Price List will allow the County to have a uniform price list on current products and establish a price list for new GIS products and services. The GIS price list will also establish the Information Technology Services (ITS) Department as another internal service fund.

SPECIFIC ACTION REQUESTED: Approve the Pender County GIS Data Distribution Agreement and Pender County GIS Data and Map Price List.

COUNTY MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

TB
Initial

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Pender County Board of Commissioners that

the Pender County GIS Data Distribution Agreement and Pender County GIS Data and Map Price List are authorized. The County Manager is authorized to execute any documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____ UNANIMOUS

YEA VOTES: Tate ___ Brown ___ Blanchard ___ Rivenbark ___ Williams ___

_____ 01/21/09
Jimmy T. Tate, Chairman Date

_____ 1/21/09
ATTEST Date

Pender County GIS Data Distribution Agreement

Terms and Conditions Concerning Use of Geographic Information System Data

Provided by Pender County

This Agreement specifies the terms and conditions under which Pender County Geographic Information System (GIS) digital data and/or digital data products shall be used where those data have been provided through a GIS Data Distribution Agreement with Pender County at *the cost defined on either the "Pender County GIS Data and Map Price List" or in the case of custom projects, on the "Bill" provided with the GIS Product.* In addition, the ***data user*** will not resell or otherwise use Pender County GIS data for commercial or trade purposes except as allowed by NC Public Records Law (NC **GS 132-10**). Digital data products are distributed through the GIS section of the Pender County Information Technology Services (ITS) Department located at 805 S Walker St in Burgaw, NC 28425.

Format

Pender County GIS data is distributed in ESRI shapefiles. Other requests may be considered. Tax Databases are distributed as delimited text files. Other requests may be considered.

Media

All data products related to this Distribution Agreement are distributed on CD's, depending on file size. FTP sites or compressed e-mail attachments may be considered on an individual basis, but are not common distribution methods utilized by the Pender County Mapping Department. Faxed paper maps also fall into this category. It is not the policy of the any Department to fax paper maps, however, 8.5 x 11 inch maps may be obtained through the online GIS site at no charge.

Coordinate System

All GIS data, unless otherwise specified, utilizes North American (horizontal) Datum 1983 (NAD83).

GIS Site

Pender County has an online GIS site for public use. By going to "www.pender-county.com" and navigating the eservices tab is where this data is accessible to the public via the Internet.

USE OF DATA PROVIDED UNDER THIS AGREEMENT

Pender County will grant the use of relevant data to agencies, organizations or individuals, hereafter collectively referred to as the consumer, based upon requests and pre-existing projects undertaken by Pender County.

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

Data obtained under this agreement should not be redistributed or resold to other agencies, organizations or individuals without prior written permission from Pender County.

Limitations

Pender County is not responsible for any hardware or software needed to access and use the product and information therein.

The GIS products distributed by Pender County contain information from publicly available sources. The products have been developed for internal use by Pender County. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The consumer understands and acknowledges that the products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Pender County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

Pender County shall not be subject to liability for human errors, defect of failure of machines, or any material used in connection with the machines, including removable media of any type (CD's, DVD's, external hard drives, thumb drives, tapes and disks).

Pender County shall not be liable for any loss of profits or consequential damages, or claims against the consumer by third parties. The entire risk as to the quality, performance and usefulness of the data rests with the consumer.

The consumer releases Pender County and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing any programs or data stored in or used with the Pender County GIS data, damage to property, damages for

personal injury or for loss of profits, lost savings or other special incidental or consequential damages arising out of the use or the inability to use the Pender County GIS data.

The consumer shall indemnify and hold harmless Pender County and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of Pender County GIS data.

Restrictions On Use

1. The consumer understands that this is a one-time only delivery and that Pender County and has no responsibility for updating this product or information therein.

2. This GIS Distribution Agreement does not constitute a transfer of any title or interest in the Pender County GIS product.

3. The consumer agrees to recognize and honor in perpetuity the copyrights and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Pender County or the vendors furnishing said items to Pender County.

4. ***Derived Products*** **-** Graphic displays and printed tabular listings may be used in publications and presentations, provided that credit is given to the Pender County Information Technology Services department for geographic data and to the Pender County Tax Assessor's Office for tax-related data. Credit should be given to the original source of the data if other than Pender County and it's above mentioned offices/departments. Pender County requires that in the use of this data the consumer employ, attach or release a statement which includes the following text:

PENDER COUNTY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PENDER COUNTY BE LIABLE FOR LOST PROFITS OR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES CAUSED BY THE USE OF THE MAP/DATA FILES.

5. ***Copies*** **-** Digital copies of Pender County GIS Data Products may be copied for the purpose of back-up ONLY. Paper versions of this data or created by utilizing this data may be copied provided that the guidelines set forth in this document are adhered to. Mailing labels are excluded from this constraint.

6. In order to maintain data quality and consistency and ensure notification to all parties regarding data updates, the consumer agrees that the GIS products or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the express written permission of Pender County.

7. Upon the occurrence of the breach of or non-compliance with any term or provision of this agreement, Pender County may provide written notice of this occurrence to the consumer, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by Pender County. The consumer shall, within 30 days after termination of this Agreement, return ALL GIS Products that were exchanged through this Agreement and are in the possession of the consumer to Pender County.

8. This Distribution Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing and signed by both parties.

ANY CONSUMER, BY USING ANY GIS PRODUCT, DOES CONSENT TO ABIDE BY THE TERMS CONTAINED IN THIS DISTRIBUTION AGREEMENT. THE FOLLOWING FORM MUST BE SUBMITTED TO THE PENDER COUNTY ITS DEPARTMENT AT; P.O. Box 1437 BURGAW, NC 28425 TO RECEIVE GIS PRODUCT.

Project Information

Project Name, Description and Intended Use:_____

_____

_____

Organization:_____

Project Contact Person:_____

The Products being granted by Pender County for this project are:_____

Mailing Address:_____

_____

The **Consumer** shall pay the one-time fee of _____for the direct cost of materials and services. Whenever state law subjects the material of this GIS Data Agreement to any sales, use or similar tax, Pender County shall separately itemize the applicable tax or taxes, which shall be paid by the consumer.

The undersigned acknowledges the terms and conditions of the GIS Data Distribution Agreement specified above:

Authorizing Signature:_____

Date:_____

Print Name:_____

Affiliation:_____

Pender County agrees to this GIS Data Distribution Agreement for the purpose specified above:

Erik Harvey, Pender County ITS Director or Jerry Simmons, Pender County GIS Administrator

Signature:_____ **Date:**_____

* **PLEASE SUBMIT THIS FORM WITH RELEVANT INFORMATION TO THE PENDER COUNTY ITS DEPARTMENT TO AQUIRE THE REQUESTED GIS DATA**
* **RETAIN THE FIRST FOUR PAGES FOR YOUR RECORDS.**

Pender County Data and Map Price List

Map Prices

Standard Maps

Sizes	Line Maps	Orthos Maps
8.5x11	$1.00	$4.00
8.5x14	$1.00	$4.00
11x17	$1.00	$4.00
17x22	$4.00	$10.00
25x25	$10.00	$20.00
42x50	$15.00	$30.00

Custom Maps

Price for Standard Map plus a Programming Fee of $25 per hour

Other Maps and Services

Digital copies of maps saved to CD	$2.00
County Road map (2 sheets)	$30.00

GIS Data Fee Schedule (Shape Files)

	GOV	GEN	COMM
Address	0	$25	$200
Structures	0	$25	$200
Centerline	0	$25	$200
Parcel (Cadastral)	0	$25	$200
Zoning	0	$25	$200
Tax Database	0	$25	$25
Tax Database w/Bldg Data	0	$35	$35

**Contact GIS office for updated list of offered shapefiles*

Orthophotography Fee Schedule

1045-200 scale tiles.

1. Color TIF = 313.5 GB
    a. CD or DVD — $20.00 (Individual tile)
    b. Portable HDD — $500.00 (All tiles)
2. Color IR TIF = 313.5 GB
    a. CD or DVD — $20.00 (Individual tile)
    b. Portable HDD — $500.00 (All tiles)
3. Color SID @ 20:1 = 15.6 GB
    a. 2 X 8.5 GB (DVD's) — $150.00
4. Color IR SID @ 20:1 = 15.6 GB
    a. 2 X 9 GB (DVD's) — $150.00
5. Color County-Wide Mosaic @ 50:1 ~ 2.5 GB
    a. 4.7 GB DVD — $50.00

Fee Schedule for specialized data requests

Data setup cost/Cost per each additional hour	$50.00/$50.00

**setup cost includes up to one hour to process request and is not prorated*