

CARLTON COUNTY GIS DATA DISTRIBUTION POLICY

June 1, 2010
Revised March 25, 2015

Introduction:

Many units of government in Minnesota are exploring new processes to provide public access to information created in their Geographic Information Systems (GIS). Minnesota Data Practices Act (MNDPA) allows government agencies to charge for making, certifying, and compiling copies. This act also allows for fees to be charged when the data has commercial value and significant public funds have been spent by the County or Agency to provide such data in multiple formats, with an emphasis on electronic processes. Carlton County has built a significant geodatabase with many ESRI feature classes, which allows the county to provide data and mapping services. The basis for the compilation of the Carlton County Distribution Policy and Fee Schedule comes directly from Minnesota Statute 2007, Section 13.03, Subd. 5. "Access to Government Data", which also allows for a copyright or patent of the government GIS data. Under the above referenced statute, the geodatabases developed in Carlton County are considered a component of programs used to view the data and shall be treated as trade secret information pursuant to Section 13.37. Included in this document outline are the data and files available in the Carlton County databases, which include the copyrighted components of the GIS geodatabase public data and any associated fees charged for: processing, data manipulation, printing and costs to create and maintain the digital information data. Carlton County reserves the right to make additions, changes, and corrections at any time without any notice.

Section I: Use of GIS Data

Subdivision 1. Authorized User

User is granted a perpetual, nonexclusive right to have and use the GIS Data, provided User is complying with the terms and conditions of this GIS Data Distribution Policy with a signed copy of the Carlton County Digital Data Sharing Agreement (DSA) which is attached as Attachment A, the Carlton County Data Use and Acceptance Licensing Agreement (DLA) which is attached as Attachment B, or Carlton County Government License Agreement (GLA) which is attached as Attachment C. User may use the GIS Data in the form provided by the County for User's own internal business or organizational purposes and for no other purpose, except upon prior written consent of the County. User may modify the GIS Data or merge the GIS Data into other databases for User's own use. User may have and use the GIS Data on a corporate-wide basis and may use the GIS Data on an unlimited number of User sites, provided the central processing units on which the GIS Data are maintained support only equipment operated by User and the GIS Data are used only for the conduct of the User's own internal business purposes. User may make a reasonable number of copies, including backup copies, for User's own internal business purposes.

Subd. 2. Unauthorized Users

User shall not use the GIS Data on behalf of any other individual, organization, corporation, government entity (unless under a GLA), or any other third party, and shall not duplicate or disclose the GIS Data to any third parties unless such use, duplication or disclosure is expressly authorized in writing by the County. User acknowledges and understands the County is permitted by Minnesota law (Minnesota Statutes section 13.03, subdivision 3) to recover expenditures of public funds associated with the development of the GIS Data. User further acknowledges and understands the County will be deprived of the opportunity to recover public funds used to develop the GIS Data if a potential licensee obtains a copy of the GIS Data from User or from any source other than the County.

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Subd. 3. Third Party Access

If it is necessary for User to make the GIS Data available to agents, contractors, consultants or other third parties for User's business purposes, User must obtain from each agent, contractor, consultant or other third party a signed copy of the Carlton County Data Use and Acceptance Agreement - 3rd Party (DA3) which is attached to this GIS Data Distribution Policy as Attachment D.

Subd. 4. Data Base Security

User agrees to take all necessary and reasonable steps to ensure the GIS Data are not disclosed, duplicated or made accessible in whole or in part for the use of others, except as provided in Section I, Subdivision 3 of this License Agreement. User agrees it will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the GIS Data available to others. However, Users who fall under a GLA may redistribute the data in accordance to Minnesota Statute 2013, Section 16e.30, Subd.1. User agrees to immediately notify the County by telephone and in writing if User becomes aware of any unauthorized duplication, sale or other disclosure. User further agrees to prevent unauthorized disclosure by taking appropriate security measures including, but not limited to, providing physical security for copies of the GIS Data and taking all steps to protect information, data or other tangible and intangible property of its own that User regards as proprietary, confidential or nonpublic.

Subd. 5. Reservation of Rights

The County shall retain all rights, title and interest in the GIS Data, including the right to license to other users the GIS Data covered by this License Agreement.

Section II: License Agreement Term and Termination

Subdivision 1. Indefinite Term

The term of this license Agreement shall commence upon execution of this License Agreement by both parties and shall be indefinite, unless terminated according to paragraph 2.02 of this License Agreement. If this License Agreement is terminated by the County, all rights to the GIS Data granted to User under this License Agreement revert to the County.

Subd. 2. Termination

This License Agreement may be terminated by the County at any time upon written notice to User if the User fails to comply with the terms and conditions of this License Agreement. In addition, this License Agreement may be terminated with or without cause upon thirty (30) days written notice by either party. Unless terminated, this License Agreement shall remain in effect as long as User uses the GIS Data and complies with the terms and conditions of this License Agreement. When User no longer has the right to use the GIS Data, User either must destroy the GIS Data and provide written certification of the destruction, or return the GIS Data to the County. The County may terminate this License Agreement if User has dissolved, liquidated or permanently terminated its operations.

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Section III: Limited Warranty and Disclaimers

Subdivision 1. Limited Warranty

The GIS Data provided by the County are made available to User subject to the following limitations and restrictions:

- (a) The County will use its best efforts to ensure the GIS Data are delivered free from physical defect. The County shall have the sole authority to determine whether the GIS Data were free from physical defect at the time of delivery. User is responsible for the installation and use of the GIS Data and the results or consequences obtained from User's installation or use of the GIS Data.
- (b) The County does not warrant that the GIS Data is error free. The GIS Data was developed for the County's own internal business purposes and the County does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exact measurement of distance or direction or precision in the depiction of geographic features.
- (c) The County disclaims any other warranties, express or implied, respecting this License Agreement or the GIS Data.
- (d) The GIS data, and associated manuals, reference materials and technical documentation (if any), are provided "AS IS" without any support whatsoever and without warranty as to their performance, merchantability or fitness for any purpose. The entire risk as to the results and performance of the GIS data is assumed by User.
- (e) The County shall not be liable for any indirect, special, incidental, compensatory or consequential damages or any third party claims which may result from the use of the GIS data, even if the County has been advised of the possibility of such potential loss or damage.

Section IV: GIS Products

GIS Products include, but are not limited to, any geodatabase, shapefile, data, map, application and associated service in digital or paper format that are produced by utilizing GIS or its related technology.

Subdivision 1. Maps

a. Custom Maps

Custom Maps are maps that require additional staff time to make according to customer's requirements. These maps may be simple printouts of layers in the GIS, or may be representations of analysis performed by GIS staff. This category also includes any requests for section maps of parcels, or imagery (orthophotography). The requests for custom maps will require the GIS Specialist to provide the customer a quote. This estimate will include cost for staff time in addition to the printed custom map. These maps in paper format are available in one of four sizes: 8 ½" x 11", 11" x 17", 18" X 24", 24" X 36". These maps in digital format will be PDF files unless requested otherwise and can be acquired by DVD or other electronic means.

Subd. 2. Data

All GIS layers that are not security or privacy sensitive will be made available. The data will be distributed in ESRI shapefile or a geodatabase layer format.

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a. Planimetric Data

Planimetric Data are Common GIS layers. The initial set of planimetric data available includes lakes and streams.

b. Cadastral Data

Parcels, lots, blocks, right of way, subdivisions

c. Boundaries Data

Carlton County zoning districts, municipal boundaries, school districts, Fond Du Lac Reservation, political townships, congressional townships, County Commissioner Districts, and various district boundaries.

d. Transportation Data

Roads, Railroads

e. Attribute Data

A database table that is separate from but related to a GIS layer. The database will be delivered in Microsoft Access or other format.

Section V: GIS Data Agreements and GIS Product Sale Policy

Carlton County GIS Products, which are described in Section IV of this policy, can be obtained through one of the following means.

Subdivision 1. Maps

- Maps in either digital or paper formats can only be obtained by purchasing them (except for the ones made available on the Carlton County LINK web site for downloading and printing.)
- The custom map price schedule is included in Section VI of this policy.

Subd. 2. GIS Data Distribution Policies

a. Purpose

The Carlton County Board realizes that GIS data will benefit County staff, as well as other governmental jurisdictions, the private sector, including businesses, and Carlton County residents. Before distributing the data, the Carlton County Board realizes that a data distribution policy must be put in place to comply with State & Federal law and limit potential litigation in the future.

- The GIS digital data price schedule is included in Section VI of this policy.

b. Individuals

The Minnesota Government Data Practices Act regulates the collection, creation, storage, maintenance, dissemination, and access to government data in state agencies, statewide systems, and political subdivisions. It establishes a presumption that government data is public and is accessible by the public for both inspection and copying unless there is federal law, a state statute, or a temporary classification of data that provides that certain data is not public.

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c. Other Government Agencies

- **Format Available:** Digital (ESRI shapefile, geodatabases, and comma separated values (CSV)) via e-mail or DVD and paper maps.
- **Metadata:** Metadata will be available if provided in geodatabase format, and any data sent under a (GLA) to accompany the digital file. Paper maps will contain a brief citation of the data's source.
- **Disclaimer/Data Agreement:** Each agency will be required to sign a data disclaimer and data agreement form to be filed with the IT Director. These forms will be updated each time a new dataset is requested.
- **GIS Software:** Agency is required to provide its own software. Carlton County does not provide support for agency software.

d. Other Companies

- This data provided by Carlton County is current and complete to the County's best ability. No updates will be provided unless requested in writing, and additional fees may apply. Carlton County shall in no way be held liable for any damages as a result of redistribution of the data as indicated in the data agreements.

Subd. 3. Data Use Agreements

GIS data can be obtained through one of the following means:

- **Data Sharing Agreement:** A Data Sharing Agreement (DSA) promotes a cooperative exchange of GIS data between Carlton County and other agencies. DSA is restricted to municipalities within Carlton County and any other government agencies that have regularly updated data deemed useful by the Carlton County Board for exchange. If the agency that qualifies for DSA has a jurisdiction boundary within Carlton County, it will only be provided data for its jurisdiction boundary and a planning radius of the surrounding areas. The agency and Carlton County are entitled to the updates of the exchanged GIS layers as outlined in the agreement. If the agency fails or is not able to provide meaningful data exchange, it will be moved to DLA. (See Attachment A)
- **Data Licensing Agreement:** A Data Licensing Agreement (DLA) is restricted to any non-government, non-profit agencies, and public education or research institutions that do not qualify for a DSA. If the agency that qualifies for DLA has a jurisdiction boundary within Carlton County, it will only be provided data for its jurisdiction boundary and a planning radius of the surrounding areas if located in Carlton County. The agency is entitled to updates of those GIS layers as outlined in each agreement. If an agency has data for exchange over time, it may be moved to DSA. (See Attachment B)
- **Government Licensing Agreement:** A Government Licensing Agreement (DLA) will be used for any data requests that fall under Minnesota Statute 2013, Section 16e.30, Subd.11. (See Attachment C)

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- **Data Agreement-3rd Party:** A Data Agreement-3rd Party (DA3) is designed for existing DSA or DLA agencies to approve access for their consultants/contractors to receive GIS data from Carlton County to be used for projects specifically for that participating agency. If the agency that qualifies for DSA or DLA has a jurisdiction boundary within Carlton County, it will only be provided data for its jurisdiction boundary and a planning radius of the surrounding areas if located in Carlton County. (See Attachment D)

Subd. 4. Data Query 400 Request

Data information can be obtained by the following means:

- **Data Query 400 Request:** A Data Query 400 Request Form (DQR) is required to approve the data requested. (See Attachment E)

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Section VI: Fee Schedule:

- a. Mapping
- b. GIS Digital Data
- c. Data Query 400 Request

a. Mapping

Custom GIS Map Creation \$ 50.00 per hour (1 hour minimum) plus the printing fee as follows:

Product (Paper)	Fee Per Map			Custom Size
	8.5 x 11	11 x 17	24 x 36	
Custom GIS Map Printing	\$15.00	\$20.00	\$50.00	\$10.00 per sq ft of paper*
Basic Bond Paper	NA	NA	\$75.00	\$12.50 per sq ft of paper**
Photo Paper				
Maximum length of 10' for custom maps *24", 36", 42" widths available **24" max width available				

b. GIS Digital Data

NOTE: Requires one of the following:

- Carlton County Digital Data Sharing Agreement (DSA) Attachment A
- Carlton County Data Use and Acceptance Licensing Agreement (DLA) Attachment B
- Carlton County Data Use and Acceptance Government Licensing Agreement (GLA) Attachment C
- Carlton County Data Use and Acceptance Agreement-3rd Party (DA3) Attachment D

AND

- Carlton County GIS Data Request Form (DRF) Attachment E

Product (Digital)	Fee	Comments
Entire Tax Parcel Data Set Layer	\$ 5,000.00 Plus one hour	Includes 400 data as defined in attachment G – Data Field Definition
GIS Data Extraction of Individual Tax Parcels/Other Data Sets	\$ 100.00 per hour Plus \$.15 per parcel	1 hour minimum Includes 400 data as defined in attachment G – Data Field Definition
Road Centerlines	\$ 750.00 entire County	Or \$ 7.50 per segment (segment equals 1 mile)
Other Data Set Layers Partial or Full	\$ 100.00 per data set layer	See Section VII

c. Data Query 400 Request

Carlton County Data Query 400 Request (DQR-400 data only) Attachment D

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Section VII: Available GIS Data Sets

Blocks

Commissioner Districts

County Boundary

County Zoning Districts

Fond du Lac Reservation

[**Lakes - modified DNR Data - no charge for this data set](#)

Lot Annotation

Lots

Municipalities / Cities

Parcel Annotation

Parcels

PLS Lines

Quarter Quarters

Quarters

Railroads

Right of Ways

Roads

School Districts

Sections

[**Streams - modified DNR Data - no charge for this data set](#)

Subdivisions

Townships - Congressional - Unit of land 6 miles by 6 miles

Townships - Political - Undefined size, boundaries defined by geographic features.

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Attachment A: GIS Data Sharing Agreement (DSA)

Attachment B: GIS Data Licensing Agreement (DLA)

Attachment C: GIS Government Licensing Agreement (GLA)

Attachment D: GIS Data Licensing Agreement-3rd Party (DLA3)

Attachment E: Carlton County Data Query Request (DQR-400 data only)

Attachment F: Carlton County GIS Data Request Form (DRF)

Attachment G: Carlton County Data Field Definitions 400/GIS (DFD)