

**RESOLUTION NO. 13 - 6**

**RESOLUTION ESTABLISHING GEOGRAPHIC INFORMATION SYSTEM (GIS)  
POLICIES AND PROCEDURES AND FEE SCHEDULE**

WHEREAS, the County Commissioners of Worcester County, Maryland (the County Commissioners) have established an automated mapping - geographic information system (GIS) consisting of spatially related data layers and mapping products which integrates, stores, edits, analyzes, shares, and displays geographic information for informing decision makers; and

WHEREAS, the County Commissioners have determined the need to establish a policy to promote the continued development of a unified, county-wide Geographic Information System (GIS), and procedures for the distribution of GIS products to public and private users, outlining the data format, fees and Product User License Agreement; and

WHEREAS, the County Commissioners have determined the need to establish fees to cover the cost of providing GIS products and services to public and private users as authorized by Section 10-904 of the State Government Article of the Annotated Code of Maryland, as from time to time amended.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

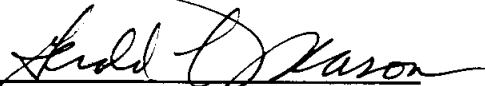
1. The Worcester County Geographic Information System Policies and Procedures attached hereto as "Attachment A" are hereby adopted.
2. The Fee Schedule for GIS products and services shall be as follows:
  - A. Maps (by size):

(1)	8 ½ " x 11" =	\$2.50
(2)	11 " x 17" =	\$5.00
(3)	18" x 24" =	\$10.00
(4)	24" x 24" =	\$15.00
(5)	24" x 36" =	\$20.00
(6)	36" x 36" =	\$25.00
(7)	36" x 42" =	\$30.00
(8)	42" x 42" =	\$35.00
  - B. Research Fee: \$50.00 per hour or portion thereof in excess of one hour.
  - C. Data Layers to be Released: \$250.00 per layer/tile.
  - D. Mailing Costs will be at the expense of the User, and determined on a case-by-case basis.
  - E. Fees waived for governmental units.
  - F. The County Commissioners, at their sole discretion, may reduce or waive fees for GIS products and system services that are to be used for a public purpose, and shall apply its reduction or waiver of the fees uniformly among persons who are similarly situated.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this 5<sup>th</sup> day of February, 2013.

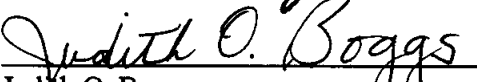
ATTEST:

  
Gerald T. Mason  
Chief Administrative Officer


WORCESTER COUNTY COMMISSIONERS

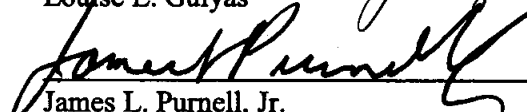
  
James C. Church, President

  
Merrill W. Lockfaw, Jr., Vice President

  
Judith O. Boggs

\_\_\_\_\_  
Madison J. Bunting, Jr.

  
Louise L. Gulyas

  
James L. Purnell, Jr.

\_\_\_\_\_  
Virgil L. Shockley



## Worcester County Geographic Information System Policies and Procedures

### DEFINITIONS:

**Cost of providing a system product** - the cost to create, develop, and reproduce the product in printed or hard copy form.

**Cost of providing a system service** - the actual cost of providing the service, including a reasonable share of the overhead costs of the system.

**Data Integration** - ability to use or 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.

**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.

**Governmental Unit** - means the State or a political subdivision, unit, or instrumentality of the State, a unit or instrumentality of a political subdivision of the State, a bicounty agency; or a combination of the entities specified in items (1) through (3) of this subsection.

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

**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.

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

**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.

**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.

**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.

**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.

**Overhead costs of the system** - includes the costs of data gathering and entry, database maintenance and update, hardware, quality control, software, and indirect costs.

**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 Worcester County.

**System** - an automated mapping-geographic information system in which geographically referenced data are entered and stored electronically; and can be manipulated to display selected geographic data. In addition, "System" includes data that define physical and nonphysical elements of geographically referenced areas.

**System Products** - drawings, lists, maps, narrative descriptions, photographs, or other hard copy formats that depict spatial data.

**System Services** - electronic access to data in the system, online access to data in the system, and software programs to access data in the system.

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

**PURPOSE:**

Worcester County views information as a critical tool for effective decision making and acknowledges that data integration is necessary for effective program and policy implementation. A significant proportion of data managed by Worcester County, State of Maryland and other governmental agencies is tied to a geographic location, thus this data can be spatially referenced, analyzed and viewed with GIS software. There is a state and nationwide movement towards integrating and sharing GIS data on various levels in the private and public sector, and in numerous capacities such as planning, law enforcement, emergency response, etc. Worcester County has invested monies to purchase an integrated parcel-based GIS system. This base-line information should be used as the foundation to build more and better data sets.

**POLICY:**

It is the policy of Worcester County to promote continued development of a unified, county-wide Geographic Information System, hereinafter referred to as GIS, by

- Supporting an information infrastructure, including, but not limited to, hardware, software, relational database development and management, and network communication (such as Internet and Intranet) to enable and encourage the exchange and transfer of information within and between federal, state and local agencies;
- Enabling the transfer of information to design professionals and the general public;
- Supporting centralized storage of GIS data;
- Expanding the utilization of GIS services and capabilities to other County departments;
- Implementing GIS projects that build upon the parcel-based GIS; and
- Supporting development and maintenance of a website to facilitate public access to pertinent GIS data.

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

- Provide a means for coordinating, sharing and disseminating location-based information;
- Centralize storage of GIS data to help ensure that data is collected once, (which reduces redundancy) and stored once (which capitalizes on 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:
  - Avoid software incompatibilities;
  - Make software updates more efficient;
  - Facilitate emergency response planning and action;
  - Enhance communication among local, regional, state and federal government agencies through cooperation and data integration;
- Promote increased awareness about GIS technology and applications to other County departments;
- Provide GIS assistance for Worcester County projects;
- Create and maintain GIS data standards for Worcester County;

**PROCEDURES:**

A User seeking GIS data from the County shall contact either the Department of Emergency Services or the Department of Development Review and Permitting – Technical Services Division. Said User would be provided a copy of the GIS Policies and Procedures which outline the data format, fees and Product User License Agreement. Once the fee has been collected and the Agreement has been executed by all parties, the Technical Services Division staff will prepare the system product for delivery to the User.

**DATA SPECIFICATIONS:**

**Product Information** - Worcester 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 Worcester County GIS data are distributed in the North American (horizontal) Datum of 1983 (NAD83), National Geodetic Vertical Datum 1929 (NGVD29), in the Maryland Zone of the State Plane Coordinate System.

**Data Format** - Parcel-Based Worcester County GIS data are distributed as ArcMap Shapefiles or in a File Geodatabase. Special requests for GIS data in other formats will be considered. Worcester County will not provide the computer software or hardware needed to access the data.

**Data Layers or GIS related Information** – Data cannot be released by the County when:

- the County receives data at no charge from another government entity or private firm that would otherwise charge the public for the same data;
- the material is copyrighted;
- the County has executed and entered into a Non-Disclosure Agreement with a firm;

**Map Format** - Worcester County's website hosts a list of standard maps saved in a pdf format, such as zoning, land use, critical area, etc. Map sizes range from 8 1/2 inches by 11 inches, 11 inches by 17 inches, 24 inches by 36 inches, 24 inches square, 36 inches square, 42 inches square. Federal, state and local agencies and departments may submit a request to the Technical Services Division for the preparation of a map product. Maps can be downloaded and printed at local printing establishments.

**Media** - Data or map products are distributed via email, on CD, DVD, FTP Site or link on the County's website depending upon the size of the data. Special requests for data distribution on other media will be considered.

**Digital Orthophotos** – A mosaic of the County's orthophotos can be obtained from ESRGC – Eastern Shore Regional GIS Cooperative.

#### **DATA DISTRIBUTION:**

In accordance with the Annotated Code for the State of Maryland, specifically State Government Article, Title 10 Governmental Procedures, Subtitle 9 Automated Mapping – Geographic Information Systems, Worcester County as a government unit should provide private commercial users and the general public automated mapping – geographic information system products and system services, while not providing a public subsidy to private commercial users.

Users may be County departments which require the assistance of the system product or system services to maintain inventory and location of infrastructure to facilitate operations. The User may be currently under contract with the County or municipality to conduct and complete a specific project which requires the use and analysis of the system product or system services to fulfill said contract. The User may be a federal, state or local governmental agency or university who plans to utilize the system product or system services in association with governmental or educational business and/or

operations. The User may be a business, organization or private citizen requesting the system product or system services for a specified purpose.

Worcester County may require Users of the system product or system services to enter into a GIS Data Mapping System Product User License Agreement.

For some Users, the system product will be updated and made available annually, or based on a schedule determined by Worcester County Department of Emergency Services – Information Technology Division and Department of Development Review and Permitting – Technical Services Division.

**FEE SCHEDULE:**

In accordance with the Annotated Code of Maryland, specifically State Government Article, Title 10 Governmental Procedures, Subtitle 9 Automated Mapping – Geographic Information Systems, Worcester County as a government unit may adopt a fee structure for system products and system services.

The County may sell system products to the general public for a fee that reasonably reflects the cost of creating, developing, and reproducing the product in whatever format is available.

Department of Development Review and Permitting -Technical Services Division staff will be responsible for keeping an account of time, materials and services spent on projects prepared for County Departments. The County Commissioners Office will determine whether inter-office billing is necessary.

In addition, the County may sell system services to the general public for a fee that reflects the cost of providing the system services. The County has the right to reduce or waive fees for system products and system services that are to be used for a public purpose, and shall apply its reduction or waiver of the fees uniformly among persons who are similarly situated, such as other government units and related agencies.

The County fee schedule will be established by Resolution and initially shall be as follows:

- Map:
  - 8 ½" x 11" - \$2.50
  - 11" x 17" - \$5.00
  - 18" x 24" - \$10.00
  - 24" x 24" - \$15.00
  - 24" x 36" - \$20.00
  - 36" x 36" - \$25.00
  - 36" x 42" - \$30.00
  - 42" x 42" - \$35.00

- **Research Fee:**  
\$50.00 per hour or portion thereof in excess of one hour.
- **Data Layers to be Released:**  
\$250.00 dollars per layer / tile
- **Mailing costs will be at the expense of the User, and determined on a case by case basis.**
- **No charge to government units.**

**GIS DATA MAPPING SYSTEM  
PRODUCT USER LICENSE AGREEMENT**

WHEREAS, the County Commissioners of Worcester County, Maryland, (hereinafter called the "County"), provided in the FY2006-2007 Fiscal Year budget thru the ENSB grant process a GIS Management/Mapping System for use by Worcester County Department of Emergency Services. The responsibility of administration, maintenance and control of this system was placed with the Department of Emergency Services (hereinafter called the "Administrator"). The Director of Emergency Services or her/his designee(s) shall act as the Systems Administrator(s). The dataset (hereinafter called the "Product") will be stored and maintained by the Worcester County Department of Development, Review, and Permitting - Technical Services Division (hereinafter called the "Editor"). Any distribution or access to this data requires the approval of the Administrator as some data layers contain sensitive, confidential, and proprietary information.

This Agreement serves as a License entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Administrator and \_\_\_\_\_ (hereinafter called the "User").

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

I. USER

A. The User is currently under contract with the County or municipality \_\_\_\_\_ to conduct and complete a project which requires the use and analysis of the Product to fulfill said contract. The project and/or contract pertains to or is referred to as \_\_\_\_\_ located \_\_\_\_\_ or;

B. The User is a federal, state or local governmental agency or university \_\_\_\_\_. Said User plans to utilize the Product in association with governmental or educational business and/or operations. or;

C. The User is a business, organization or private citizen, \_\_\_\_\_ requesting Product for the following purpose \_\_\_\_\_.

## II. USE:

- A. The County shall retain all rights, title and interest in the Product and subsequent copies. The County reserves the right to deny or modify a request.
  - B. The User may make digital and/or hard copies of the Product solely for the purpose of supporting the User in its specified activity. The User may make hard copies for public and noncommercial use. The User shall not duplicate the Product in digital format except as provided by this Agreement.
  - C. The User acknowledges and accepts that the use of said Product is strictly in conjunction with the specified contract, project or purpose specified herein.
  - D. 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.
  - E. 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.
  - F. The User requests the following Product (map, data layers, etc) meeting certain specifications (size, format, etc.) for a portion of Worcester County or its entirety
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## III. WARRANTY

- A. The User acknowledges and accepts the Product provided "as is" without warranty of any kind 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. 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. 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. The County shall not be liable for any damages resulting directly or indirectly from any activity involving the Product.
- C. The User acknowledges and accepts all data is distributed via CD, DVD or ftp site. Special requests for data distribution on other media will be considered. If an external hard drive is needed for the conveyance of data, the User shall provide equipment that has current anti-virus software protection approved by the County. The County reserves the right to refuse the connection of non-County drives to any and all County computers which it may deem to be a security threat to the County network. The User acknowledges and accepts that a breach of system integrity or damage to the County computer network system, software, or data caused by User shall make it liable for all expenses incurred to the County for repairs. This includes any equipment or software replacement or repairs,

reprogramming costs, penalties, or lawsuits incurred by such actions of the User. Any such actions that result in damage to the County network or mapping systems shall immediately terminate this Agreement and all computers shall be removed from system privileges until such time as a request for reinstatement is made and restitution of all damages is paid;

- D. User's sole and exclusive remedy for defective delivery media will be to return the Product within 60 days of receipt. 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 modify 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

The term of this Agreement shall commence the date the agreement is executed. 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. PAYMENT

The User shall submit payment in accordance with the County's Fee Schedule prior to the execution of this Agreement by the County and receipt of the Product. The County Commissioners have the sole discretion to adjust the fee schedule from time to time.

#### VII. GENERAL

The parties agree and stipulate that in the event of a dispute, jurisdiction shall reside in the State of Maryland, and this Agreement will be governed and controlled by the laws of the State of Maryland. 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. 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; and

IN WITNESS WHEREOF, this Agreement is executed on the date subscribed under the parties' names.

**COUNTY -**

Department of Emergency Services  
Teresa Owens, Director

Department of Development Review and  
Permitting – Technical Services Division  
Kelly Henry, Technical Services Manager

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**USER –**

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

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

Company: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

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