



LATAH COUNTY
BOARD OF COMMISSIONERS
MOTION AND ORDER

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COMMISSIONER McGraw MOVES THAT THE BOARD:

Adopt Ordinance No. 323 – GIS Ordinance to repeal Ordinances #257, #282, and #295 and all amendments thereto, adopting policies and procedures for the Latah County GIS, setting penalties, providing for severability and establishing an effective date to be in effect upon passage, approval and publication.

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
<u>Richard Walser, Chair</u> District I	<u>✓</u>	<u> </u>	<u> </u>
<u>Thomas C. Lamar, Commissioner</u> District II	<u>✓</u>	<u> </u>	<u> </u>
<u>David McGraw, Commissioner</u> District III	<u>✗</u>	<u> </u>	<u> </u>

ATTEST:

K. Egan
Clerk/Deputy Clerk

DATE:

8-12-15

GIS ORDINANCE

AN ORDINANCE OF LATAH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, REPEALING ORDINANCES #257, #282, AND #295 AND ALL AMENDMENTS THERETO; ADOPTING POLICIES AND PROCEDURES FOR THE LATAH COUNTY GIS; SETTING PENALITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of Latah County, State of Idaho is the duly elected governing body of Latah County, a political subdivision of the State of Idaho, having such powers and duties as are set forth in the Constitution and Statutes of the State of Idaho; and

WHEREAS, Latah County has established a Geographic Information System (GIS) which provides for all mapping and geographic information in the County; and

WHEREAS, Idaho Code §31-875 provides that the Board of Commissioners of Latah County may impose and collect fees for GIS services, development, maintenance and dissemination; and

WHEREAS, the Board of Commissioners of Latah County passed GIS ordinances and resolutions setting forth policies and fees, and after review, updates were deemed necessary;

NOW, THEREFORE, BE IT ORDAINED, pursuant to Idaho Code §31-714, by the Board of County Commissioners of Latah County, Idaho:

Section 1: Repeal of Prior Ordinances

Ordinance #257 and all amendments thereto, Ordinance #282 and all amendments thereto, and Ordinance #295 and all amendments thereto are hereby repealed.

Section 2: Notice of Copyright

All data and maps assembled, created, maintained or published by Latah County are copyrighted by the same and all rights thereto are reserved by Latah County. Reproduction, conveyance, or other means of duplication without express written permission is strictly prohibited.

Section 3: GIS Committee

1. A GIS Committee is hereby established. Membership shall be comprised of a Latah County employee from each of the following offices and departments: Assessor's Office, Treasurer's Office, Sheriff's Office, Auditor's Office, Disaster Services Department, Weed Control Department, and Planning and Building Department. Said employees shall be appointed by their respective elected official or department head. The Board of County Commissioners may appoint other staff to the Committee as needed.
2. The Board of County Commissioners shall appoint one member of the Committee as Chair of the same. The committee, by a majority vote of those present at any meeting, may elect a Vice-Chair to act in the Chair's absence.
3. The duties of the GIS Committee shall include:

- a) Oversight of the County GIS Development Plan
- b) Collaboration of GIS projects, grants and programs
- c) Presentation of regular reports to the Board of County Commissioners on the progress and needs of the County GIS
- d) Recommendations on GIS Data Licenses and fee waivers as provided herein

Section 4: GIS Technical Group

Employees directly involved in the day-to-day maintenance and operation of the County GIS shall be referred to as the GIS Technical Group. The Group shall implement plans developed by the Committee and do other GIS related work, as may be authorized by the employee's respective elected official or department head, or by the Board of County Commissioners.

Section 5: Paper Maps

Paper maps created using the County GIS for sale to the public shall be subject to fees as adopted by resolution by the Latah County Board of County Commissioners.

Section 6: On-line Services

In order to enhance public accessibility to the County's geographic data, the County may, but it is not required to, make certain GIS datasets, parcel data and other information available on the internet or to cybernetic systems. These on-line services shall be subject to fees as adopted by resolution by the Latah County Board of County Commissioners.

Section 7: GIS Data

1. All requests for GIS Data shall be submitted to Latah County and shall be subject to fees as adopted by resolution by the Latah County Board of County Commissioners. Such requests are further subject to a "GIS Data License" (hereinafter referred to as "License") to be executed in each instance in a form substantially similar to the attached Exhibit A. The Chair of the GIS Committee, the GIS Coordinator, or the Latah County Assessor are hereby authorized to accept and fulfill such Licenses on behalf of Latah County. Once fulfilled, all data licenses shall be given to the GIS Coordinator for keeping.
2. Persons, organizations or agencies may request to be exempt from the required fees to acquire County GIS data by submitting said proposal in writing to the GIS Committee, which shall forward a recommendation to the Board of County Commissioners. This may be approved if the Board has determined the following:
 - a) The County will receive GIS data from the requestor, or services related to the same, that is of comparable or equal value to that which is to be provided by the County.

- b) The requestor ensures that the data will be protected from improper or illegal use.
- c) The benefits to the County and the public outweigh the revenue loss from the fee waiver.

Section 8: GIS Data owned by third parties

Data stored by the County that is copyrighted by third parties shall not be conveyed to the public or other agencies without the express written permission of the copyright holder.

Section 9: Use of data for Emergency Response

1. County employees may, without a License or fee, under the direction of an elected county official or department head, release GIS data to agencies and personnel engaged in legitimate law enforcement activity or response to floods, wildfires, acts of terrorism or other emergencies to prevent imminent peril to life or property. The employee(s) releasing the GIS data shall include written notification with the released GIS data that its use is limited to emergency response actions and all other use is strictly prohibited without appropriate approval in accordance with this ordinance.
2. Within one month of the release, the GIS Coordinator shall report to the Board of County Commissioners the circumstances of the release and make any recommendations for future action.

Section 10: Penalties

In addition to any and all remedies available at law or in equity, each violation of the provisions of this ordinance shall be a misdemeanor punishable by a fine of not more than one thousand dollars (\$1000.00) or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment.

Section 11: Severability

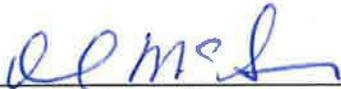
Should any word, clause, phrase, sentence, paragraph, subsection, or other part of this ordinance or any particular application thereof be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance.

Section 12: Effective Date

This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED by the Board of Latah County Commissioners, this 12th day of August, 2015.


Richard Walser, Chair


David McGraw, Commissioner


Thomas C. Lamar, Commissioner

ATTEST:

DATE:


Clerk/Deputy Clerk

8-12-15

Exhibit A GIS Data License

THIS GIS Data License (referred to as “License”) is for _____, whose address is _____ (referred to as “Licensee”).

The Licensee agrees to the following:

1. **LICENSE.** The County grants to the Licensee a non-exclusive, non-transferable right to use the GIS data as designated in “#11. Additional Terms” of this License, subject to the terms and conditions of this License.
2. **LICENSE FEE.** The Licensee shall pay a fee to the County as provided in the GIS Fee Schedule Resolution adopted by the Latah County Board of Commissioners.
3. **TERM.** This License shall commence upon payment and approval and continue until terminated. Failure of the Licensee to comply with the terms set herein may result in immediate termination of the License at the sole discretion of the County and may result in penalties as set forth in the Latah County GIS Ordinance.
4. **USE OF GIS DATA.**
 - a. The GIS data may be used by the Licensee for its internal use, provided that it does not violate any state law restrictions. The GIS data are provided only for use in a computerized record keeping system or for study maps to depict the approximate location of existing and proposed facilities, existing and proposed boundaries and districts, and other relevant information provided therein.
 - b. The GIS data may be reformatted and used by the Licensee for the creation and distribution of County-approved value added products. “Value added products” are those products in which County GIS data is a component but, when included in a larger database with other data, the end product is substantially increased or altered from the raw County data. The determination of whether substantial value has been added to the end product is exclusively vested with the County, and any and all reformats must be specified in the “Additional Terms” Section (11) of this License. Any approved value added products will not contain or release identifiable information on individual property or owners or residents of assigned addresses; all attributes containing this information must be kept in accordance with section 4(a) of this License.
5. **RESTRICTIONS ON USE.**
 - a. The raw GIS data shall not be duplicated or copied except for archival purposes, program error verification, or to replace defective media.
 - b. The GIS data, in its original format, shall only be operated on computers under the control of the Licensee.
 - c. Except as otherwise provided in section 4(b), no GIS data or License shall be sold or transferred, assigned or sublicensed without the prior consent of the County.
6. **TITLE.** Except as otherwise provided, the County does not transfer any right, title, or interest in the GIS data to the Licensee.
7. **FUTURE RELEASE.** The County does not guarantee that any future releases of the same data will be in the same format nor even that the data will be available for release.

8. WARRANTY

- a. The GIS data are provided "AS IS," without any warranty of any type whether expressed or implied, including any warranties of merchantability or fitness for a particular purpose.
- b. GIS data is subject to constant change and its accuracy cannot be guaranteed. The County does not warrant that the functions contained in the GIS data will meet the requirements of the Licensee or that the operation of GIS data will be uninterrupted or error free, or that any defects of the County's GIS data will be corrected.

9. LIABILITY.

- a. The Licensee assumes the entire risk, including quality, performance, and usefulness of any data requested.
- b. The County will not be liable in any event for any damages resulting from loss of data, loss of profits, loss of use of GIS Data or any incidental or consequential damages, even if advised of the possibility of such damage. This limitation of the County's liability will apply regardless of the form of action, whether in contract or tort.
- c. The Licensee shall indemnify, defend, and hold harmless the County, their officers, employees, and agents from any and all claims, actions, damages or injuries of any kind and nature whatsoever, by or to any and all persons or property, arising directly or indirectly from this License.

10. TERMINATION.

- a. **User Rights.** Upon the termination of this License, the rights of the Licensee shall cease.

11. ADDITIONAL TERMS.

LICENSEE / APPLICANT

Company Name: _____ **Name (printed):** _____

Signature: _____

Licensee agrees under penalty of law, Idaho Code §74-120, that they will not use the information provided to them as a mailing or telephone list without first obtaining permission from those persons to be included on such list.

Dated this _____ **day of** _____, **20**__.

FEE PAID: _____ **APPROVAL BY:** _____