

San Mateo County
GEOGRAPHIC INFORMATION
GEOGRAPHIC DATA DISTRIBUTION POLICY

Definitions	1
Purpose of Data Distribution Policy	1
Legal Authority	2
License Agreement	2
• Control and Security	2
• Data Update	3
• Metadata Maintenance	3
• Indemnify Demand for Data by Others	3
• Restrictions on Use	4
Ownership of Data	4
• Copyright	4
• Copyright Notice	4
Disclaimer of Liability	5
• Disclaimer of Liability	5
• Disclaimer Notice	5
Data Recipients	5
Data Distribution Methods	6
Data Distribution Services	6
• Update Subscriptions	7
• Resale Royalty Subscriptions	7
Data Distribution Fees	7
• Fee for Duplication Services	7
• Fee for Update Subscriptions	8
• Resale Royalty Subscriptions	8
• License Agreement Consideration	8
Other Terms of the License Agreement	8
• Governing Law	8
• Termination of License	8
• Assignment of License	9
APPENDIX XX	10
Contents of GIS Databases	10
Specific Data Included with Each Specific License Agreement	10
Data Reproduction Fees	10
Data Update Subscription Fee for Specific Data Included with Each Specific License Agreement	10
Data Distribution Format	10

San Mateo County
GEOGRAPHIC INFORMATION
GEOGRAPHIC DATA DISTRIBUTION POLICY

Definitions

For the purpose of clarity in this policy statement, or in subsequent data Licensing Agreements, the following terms are defined:

County San Mateo County government

dGI The digital geographic information and related records that are stored and maintained in the County's GIS databases

County data a synonym for dGI

metadata Information describing dGI, such as the contact person in the data owner's agency, the contents of the dGI database, the data accuracy, projection, currency, and format of the data

Purpose of Data Distribution Policy

It is County's intention to make public record information easily available and accessible to public agencies, private organizations, and individuals within the full extent allowed by law, and as is practical and possible. The distribution of digital geographic information and related records that are stored and maintained in County's GIS databases (dGI), follows precedents set for similar County information, such as the Assessor's public data files.

The unfettered distribution of County data provides several benefits to County, as well as to the recipients of its data. Such benefits include:

- Reduced cost and effort in compiling needed data; reduction in redundant and duplicative data collection efforts
- Usage of a consistent base of information among coordinating agencies or decision makers
- Ability to update and maintain County information more currently and consistently

Sharing data reduces the cost of data for all participants. Sharing data assures the data will be comprehensive and consistent beyond that available to any one agency. Sharing data enables authorized participants to contribute updates and corrections to the common source of information, allowing County information to be maintained more efficiently.

County's dGI is a strategic asset which benefits County government directly, and all of County's citizens indirectly. The efforts of private and public agencies that use County's data to promote economic development and vitality, or to deliver social or

public services, will improve the general well-being of San Mateo County as a whole. The value of such development and services will be far greater than the direct cost of the data.

Legal Authority

San Mateo County's data policy is governed by California State Public Records law, Government Code § 6250 *et. seq.* Please note, in particular, the following sections:

§ 6251 (d) – "Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

§ 6253 (b) – Except with respect to public records exempt from disclosure by express provisions of law, each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable. Upon request, an exact copy shall be provided unless impracticable to do so. (as amended by AB 2799)

6253.9 (1) – The agency shall make the information available in any electronic format in which it holds the information.

(2) – Each agency shall provide a copy of an electronic record in the format requested if the requested format is one that has been used by the agency to create copies for its own use or for provision to other agencies. Direct costs of duplication shall include the costs associated with duplicating electronic records. (as amended by AB 2799)

§ 6254 – Exemptions that shall not be construed to require disclosure of records

License Agreement

- **Control and Security**

For reasons of public safety and security, County requires that all persons or organizations that obtain a copy of all or part of County's data sign and agree to the terms of County's License Agreement to use dGI.

County may reject an applicant's request for data, for reasons of public safety, within a legally prescribed process and notification. A License Agreement is not necessary for users of County data available to the public internet (WWW), but a license is required for the privilege to download data through the public internet.

Third parties that receive County's data through a Licensee shall agree to the same licensing terms as stated herein, and shall sign a similar License Agreement with County.

- Data Update

Users of County's dGI that detect and correct errors in the data, or that update the data with more current information, shall make these modifications available to County. These data updates, additions, revisions, or corrections shall be provided in a format compatible with the format from which the data were received from County.

Users of County's dGI that create or modify additional themes, layers, features or data elements based on, or in reference to the County's data, shall make these additions available to the County, provided they are not the exclusive, proprietary, private interest of the data creator. These data additions shall be provided in a format compatible with the format from which the data were received from County.

Licensee agrees to budget annually for the continued maintenance of its own digital data.

Licensee assesses these exchanges of data to be of equal value to both parties.

- Metadata Maintenance

County recognizes and endorses the tenants of the National Spatial Data Infrastructure, as promulgated by the U.S. Federal Geographic Data Committee.¹ It is County's intent to compile and maintain metadata describing its dGI in a format compatible with NSDI standards. County's metadata will be made available through a Node in the network of NSDI metadata databases.²

Licensee of County's dGI shall update and record any changes to metadata pertaining to data updates or additions for which they are responsible. This metadata shall be made available to County in a format compatible with County's metadata catalog database.

- Indemnify Demand for Data by Others

If a demand is made to County for data which is owned, provided by, or the responsibility of, another party, and if the demand calls for a response beyond that required by the Public Records Act, then County shall refer the requester to the data provider, and shall notify the data provider of the referral. County shall respond as directed by the data provider, providing that the data provider agrees to defend, hold harmless and indemnify County. If the Licensee wants to defend the data, Licensee agrees to pay the costs of doing so.

¹ For information on NSDI, see <http://nsdi.usgs.gov/nsdi/> or <http://www.fgdc.gov>
The FGDC Metadata Standard may be downloaded from <ftp://fgdc.er.usgs.gov/fgdc/metadata>

² It is recommended that the County utilize the California Metadata Catalog at <http://ceres.ca.gov/catalog>

- Restrictions on Use

Data that is licensed by County from other parties may not be owned by County. Such data shall be used by the Licensee only for their internal purposes, or those of their designated agents. Only elements of the database that are owned or controlled by County may be distributed to third parties, unless explicitly noted in the License Agreement. Such data includes:

- √ Digital orthophotography licensed from HJW
- √ CD-Data scanned Assessor map pages

Ownership of Data

- Copyright

County asserts ownership of its data and all its portions. All title, ownership, and intellectual property rights which may exist or be created with the dGI shall remain with County.

The arrangement of facts of the dGI, the organizational structure of the GIS databases, the coding of the GIS databases and the format of the GIS databases are the property of County, as registered and protected by U.S. copyright statutes and treaties.

Any portion of the dGI or its derivative products that is modified or merged into another computer file or program by the Licensee, or is integrated with other data or programs to form derivative products, shall continue to be subject to the provisions of the License Agreement.

- Copyright Notice

All publications using any of County's data for release to the public or to others outside the Licensee's organization must include the following notice:

"Copyright, 2002,* San Mateo County"

All publications using geographic information derived from any of County's data for release to the public or to others outside the Licensee's organization must include the following notice:

"Derived from data that is Copyright, 2002,* San Mateo County"

* or then-current year
* or then-current year

Disclaimer of Liability

- **Disclaimer of Liability**

County's dGI has been compiled and is being used by County for the express purposes of fulfilling its mandated duties. County claims all privileges and immunities afforded under the law.

The Licensee accepts the dGI "as is", with no guarantee or warranty of accuracy, currency, completeness, or fitness for any use. Licensee agrees to accept any and all data from County on an "as is" basis. While all due efforts will be made to assure that the data conforms to specifications of accuracy and completeness, neither party will make demands on the other if errors or omissions are found. Licensee waives any and all responsibility of County, explicit or implied, for any damage or liability caused through the use of this data in any way.

The Licensee agrees to defend and hold County harmless for any damages of any kind which may be caused by any errors or omissions in the data.

County shall not be liable for any occurrence or activity relating to the dGI, including: lost profits, the fitness of the dGI for a particular purpose, the installation of the dGI, or the results obtained from use of the dGI.

This disclaimer shall survive the termination of the License Agreement.

- **Disclaimer Notice**

This disclaimer shall apply to any authorized or unauthorized transfer of all or parts of the dGI.

Licensee agrees to display the following note on printed maps, digital web pages, or other reproductions utilizing the dGI:

"This is not a survey product. The information is derived from the San Mateo County GIS Databases, which databases are frequently updated or changed. County does not assume any liability for damages arising from errors, omissions, or use of this information. Users of this data are advised to be aware of the locational accuracy, compilation dates, compilation methods, and cartographic format. Users are advised to use this data appropriately."

Data Recipients

County intends to make its dGI available to all interested parties who agree to the terms of the License Agreement. County reserves its right to differentiate the type of data to be distributed to each of the following classes of recipients, according to restrictions pertaining to privacy, security or Public Records statutes:

- San Mateo County departments and agencies

- Other Government Agencies
- Non-profit Agencies & Private Citizens
- For-profit Entities

Data Distribution Methods

County intends to make its dGI available through the following methods, depending on the availability and capability of its staff, the availability and capability of third-party data distributors, and the availability and capability of such internet-based applications as it deems practical and affordable.

Data features and elements in County's GIS database will be determined to be "public" or "confidential" according to County and State regulation regarding data security and privacy.³ The following methods pertain to "public" data availability:

- Copies of the GIS databases, in the GIS format used by County, to be provided in such output media as it is capable of producing.
- Data distribution through the services of data distributors. County encourages private organizations and other public agencies to obtain copies of its dGI for the purpose of providing copies or custom service products to interested parties who agree to the terms of County's License Agreement.
- Read-only access to the GIS databases (via County's internal intranet) through special application programs commissioned by County.
- Read-only access to the GIS databases (via the internet) through special application programs commissioned by County.
- Read and Write/Update access to authorized users; via methods to be determined on a case-by-case basis.
- Special requests for information, analysis, or data products which are subsets of County's dGI databases (custom service products). These may be provided by County according to the availability and capability of its staff, in such output media as it is capable of producing.

Data Distribution Services

- Copies, partial copies, or custom service products of County's dGI
Requests for data products that are similar to requests for which a current policy already exists (for example, the Assessor's policy of distributing its set of map books) will be provided by County according to staff availability. Such requests will be handled as one-time events, on a first-come-first-serve basis. A data duplication fee will be charged for this service for the cost of reproduction.

³ Data features and elements will be listed in Appendix XX.

- Update Subscriptions

For the consideration of a subscription fee, County will send updated versions of its dGI to subscribers on a monthly, semi-annual, or annual basis, depending on the specific terms and designated data sets described in the License Agreement and Appendix XX. At County's discretion, the data updates will be delivered as a separate dataset, or as a revised copy of the entire GIS database.

This optional service is available only to Licensees that do not sell or redistribute County's data to third parties. This service is available only to Licensees, or their designated agents, to use the data for their internal purposes.

- Resale Royalty Subscriptions

For the consideration of a resale royalty, County will send updated versions of its dGI to licensed data distributors on a monthly, semi-annual, or annual basis, depending on the specific terms and designated data sets described in the License Agreement and Appendix XX. At County's discretion, the data updates will be delivered as a separate dataset, or as a revised copy of the entire GIS database. The resale royalty subscription will be based on the data distributor's gross revenue from the resale of County data.

This optional service is available only to Licensees that sell or redistribute County's data to third parties. Third parties shall agree to the same licensing terms as stated herein, and shall sign a similar License Agreement with County.

Data Distribution Fees

- Fee for Duplication Services

For any and all data provided by County, a fee will be charged for the costs of duplication services. The fee shall include:

- √ Staff time expended to fulfill the data request, to be billed at fully-loaded rate that includes salary and overhead costs. Fulfillment includes the time expended to consult with the requester in order to specify, clarify, and understand the data request.
- √ Cost of any media or materials consumed in reproducing the data
- √ Other ancillary direct costs, such as shipping, handling, or renting special equipment to fulfill the request.

- Fee for Update Subscriptions

For an annual subscription fee, regular updates of County's data will be sent to subscribers at the time intervals specified (monthly, semi-annual, annual) for all

datasets specified in the Licensing Agreement which have been updated or changed since the previous delivery. Licensee subscribers in good standing do not have to make a request for data update deliveries.

The Update Subscription fee is based on the datasets requested, and the area of County data coverage requested, as delineated in Appendix XX.

The Fee for Duplication Services will also be charged for County's direct costs.

- **Resale Royalty Subscriptions**

For an annual subscription fee, regular updates of County's data will be sent to subscribers at the time intervals specified (monthly, semi-annual, annual) for all datasets specified in the Licensing Agreement which have been updated or changed since the previous delivery. Licensee subscribers in good standing do not have to make a request for data update deliveries.

The Resale Royalty Subscription fee includes the Update Subscription fee, to be paid upon commencement of the subscription term.

In addition, the Resale Royalty Subscription fee includes a percentage (indicated in Appendix XX) of the gross revenues received by Licensee for the sale, transfer, assignment, or distribution of licenses to use County's data. Payment shall be due quarterly on all royalties due and collected during the previous quarter, within 45 days of the end of the quarter. Licensee shall submit to certified audits on an annual basis, or at the request of County.

The Fee for Duplication Services will also be charged for County's direct costs.

- **License Agreement Consideration**

For the consideration of one dollar, Licensee accepts the terms of this Agreement.

Other Terms of the License Agreement

- **Governing Law**

The License Agreement shall be governed by the laws of the State of California and any action related to the agreement shall be located San Mateo County, California.

- **Termination of License**

The License is subject to termination with thirty days written notice for violation of its terms. Upon termination, the Licensee shall remove all files from Licensee's computer system, return all files, documentation, and copies thereof, and shall certify to County that no other copies of the data reside on the Licensee's computer system.

- Assignment of License

Licensee shall not have the right to assign its rights without first obtaining the written consent of County, and any such attempted assignment without consent shall be void.

APPENDIX XX

Contents of GIS Databases

- GIS-based map themes/layers/features
- GIS-based attribute information stored in the GIS-based database
- Scanned documents linked to the GIS map features
- Data records stored in external databases linked to the GIS map features
- Privately-owned data (e.g., digital orthophotos)
- Other themes/layers developed/owned by non-County agencies

Specific Data Included with Each Specific License Agreement

- Listing specific data themes/features, and the area of coverage within County

Data Reproduction Fees

- Listing County staff hourly rates, fully loaded with salary plus overhead
- Listing of fixed costs for materials

Data Update Subscription Fee for Specific Data Included with Each Specific License Agreement

- Listing specific data themes/features, and the area of coverage within County

Data Distribution Format

- County's native format – Intergraph Geomedia and Oracle 8i
- County's web-serving format
- Other digital formats possible, on a cost of time and materials basis