

RESOLUTION 2022 – 03

PARK COUNTY BOARD OF COUNTY COMMISSIONERS

**TITLE: RESOLUTION FOR ADOPTION OF A GIS DATA DISTRIBUTION POLICY
AND GIS DATA SHARING AGREEMENT FOR PARK COUNTY, WYOMING**

WHEREAS several Park County offices and departments utilize geographic information systems (GIS) to generate and manipulate geospatial data (GIS data) that represents a variety of features on the landscape such as, but not limited to, roads, parcels and address points; and

WHEREAS the Park County Board of Commissioners (“Board”) acknowledges the value and importance of GIS data to the operation of County business; and

WHEREAS, the Board recognizes that members of the general public may benefit from the use of GIS data created and maintained by Park County offices and departments;

WHEREAS the Board acknowledges that GIS data (electronic files or related printed materials) are public records and finds it necessary to address the responsible distribution and reproduction of GIS data;

NOW, THEREFORE, BE IT RESOLVED that Park County hereby adopts a GIS Data Distribution Policy and GIS Data Sharing Agreement for Park County, Wyoming, for consideration at the time of exchange of GIS data between County offices/departments and members of the general public.

ADOPTED by the Park County Board of Commissioners and effective this 4th day of January, 2022.

**BOARD OF COUNTY COMMISSIONERS
PARK COUNTY, WYOMING**



Lee Livingston, Chairman



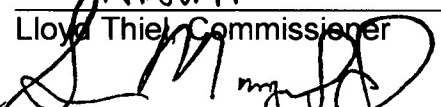
Dossie Overfield, Vice-Chairman



Joe Tilden, Commissioner

Absent

Lloyd Thiel, Commissioner



Scott Mangold, Commissioner





Colleen Renner, Clerk



Park County, Wyoming

GIS DATA DISTRIBUTION POLICY

General

This policy defines procedures for requests related to digital/electronic geographic information system (GIS) data layers, or related printed materials, that are developed and/or managed by various departments and offices of Park County, Wyoming, government.

Copies of digital data (limited data layers are available for distribution) and printed or digital maps generated from the GIS database will be made available to any member of the general public upon completion of a signed Park County, Wyoming, GIS Data Sharing Agreement and/or payment of the appropriate fee. The general public includes the public and private sector, consultants, utility companies, nonprofit organizations, etc.

All GIS data will be delivered with the following projected coordinate system: Wyoming Coordinate System NAD 1983, West Central Zone.

Fees

The Park County Board of Commissioners have approved a Fee Schedule by resolution which may include charges for services, materials, etc., related to GIS data requests. Other government entities are exempt from any fees related to the distribution of electronic GIS data layers, specifically.

Time and Delivery

Maps or data will be supplied as soon as possible upon request and receipt of a signed Data Sharing Agreement and payment. Mail-in requests will be accepted with a completed Data Sharing Agreement and payment. Requests initiated by telephone, email or fax will be processed after payment is received. Data requested will be provided in hard media (e.g., disks, CDs, paper, etc.) or email, whichever is appropriate and acceptable to the requester. Hard media can be picked up by the requester at the appropriate Park County office or will be sent via standard mail at the expense of the requester. If expedited delivery is requested, the requester will be responsible for securing and paying for express mail service.

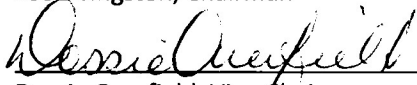
Notwithstanding any of the aforementioned policy provisions to the contrary, all requests for digital information that is contained within the Park County network shall comply with the Wyoming State Statute pertaining to public records (W.S. 16-4-201) and shall be subject to the exemptions from public access contained within said statute.

ADOPTED by the Park County Board of Commissioners this 4th day of January, 2022.


BOARD OF COUNTY COMMISSIONERS
PARK COUNTY, WYOMING



Lee Livingston, Chairman



Dossie Overfield, Vice-Chairman



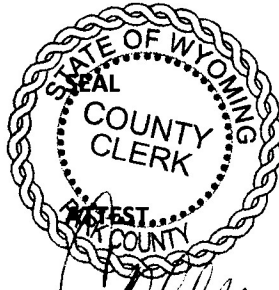
Joe Tilden, Commissioner

Absent

Lloyd Thiel, Commissioner



Scott Mangold, Commissioner





Colleen Renner, Clerk

- END -



GIS DATA SHARING AGREEMENT BETWEEN PARK COUNTY AND USER

Park County, Wyoming

I. Description of Data to Be Shared

Upon written consent to the following conditions and restrictions, Park County (hereinafter referred to as the "County") will provide the geographic information system (GIS) data (vector, raster and/or tabular data or printed maps) specified below, as requested (and as available), to the following party:

_____ (hereinafter referred to as the "User").

The requested data are as follows:

II. Terms of Agreement

GIS data (hereinafter referred to as the "data") provided by the County are subject to the following conditions, restrictions and limitations:

A. Conditions and Restrictions for Data Provided

1. The data provided by the County is/are solely for the User's internal use in the conduct of its daily business affairs.
2. None of the data provided may be reproduced or redistributed without the County's prior written permission. This limitation, however, is not intended to restrict the User's distribution of printed map information created from the data.
3. Access to the data provided by the County shall be exclusively for the User and employees of the User. The term "employee" shall mean any person directly employed on a full-time or part-time basis by the User. The term "employee" shall also be construed to mean any contractor, consultant or any similar person or entity hired by the User for a limited purpose.
4. The User shall require any third-party contractor hired to perform work that utilizes the subject data to agree not to use, reproduce or redistribute the data for any purpose other than indicated in the applicable contract. All copies of the data used by a third-party contractor must be returned to the User upon contract work completion. The provisions of this paragraph shall apply in equal force to any independent contractor the User may choose to employ. The User shall provide any third-party contractor with a copy of this signed agreement and the County GIS Data Distribution Policy.

B. Liabilities and Limitations for the Accuracy of Data Provided:

1. By signing this Agreement, the User shall become contractually bound to all provisions stated in this Agreement.
2. Although the County has verified the data to the best of its ability, the County makes no representations of any kind as to its completeness or accuracy; nor does it guarantee the complete merchantability or fitness for a particular use, nor are such warranties to be implied, with respect to the data provided under this Agreement.

3. The User is responsible for understanding the accuracy limitations of the data provided. In particular, alterations and/or manipulation of the original data may adversely affect their accuracy, meaning and design integrity.
4. To assist in the proper utilization of the data, metadata files are provided, if available; however, the User assumes all responsibility for the correct use of the data provided and for their interpretation.
5. The User agrees to hold the County, their employees and agents harmless from any claim, suit or proceeding arising out of the use of the data in accordance with this agreement, including indemnification of the County and the State of Wyoming for reasonable expenses incurred in defending such claims.

C. Production of Printed or Digital Maps/Reports/Publication Products Using Digital Data Provided

1. The User may reproduce the data in the form of printed products, provided the User abides by this agreement.
2. Any printed maps, reports or publications created using the data provided by the County shall give credit to the County by using the following statement/disclaimer:
"This [map/report/publication] was created using digital data provided by Park County, Wyoming. This is a secondary product and has not been verified and is not sanctioned by Park County."
3. The User may not publish the data on any website without written permission from the County.

D. Sharing of the Provided Digital Data with Other Persons or Entities

If at any time during the course of this Agreement, the User determines that it is necessary to share portions of the data with a person or entity not employed by the User as a consultant, contractor or any similar person or entity for a limited purpose, the User shall first request permission from the County before sharing any portion of the data, unless otherwise committed by this Agreement or as required by law. Any such request shall be in writing to the County and shall specify the persons or entities the User wishes to share the data with and the reasons why such sharing of the information is necessary. Permission for the User to share the data provided with other parties shall not be unreasonably withheld if such sharing of the information is necessary to further legitimate governmental purposes. Commercial or revenue-generating uses of the data shall not be considered a legitimate purpose.

The undersigned hereby accepts and agrees to be bound by the terms and conditions set forth in the GIS Data Sharing Policy attached hereto and made part of this agreement. It is fully understood that pursuant to this agreement, the undersigned is permitted to utilize digital information provided by Park County, Wyoming, solely in the conduct of its own daily business affairs. Any other use, unless with prior written permission from Park County, shall be deemed unauthorized and punishable by law.

Park County makes no representations of any kind, including but not limited to, the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied, with respect to data furnished hereunder. Park County assumes no responsibility to maintain them in any manner or form.

I have the authority to legally obligate the User to the terms of this agreement.

NAME _____

TITLE _____

SIGNED _____

DATE _____