

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** repealing section 1206., Jackson County Code, 1984, relating to the fees for reproduction of County records, and enacting, in lieu thereof, one new section relating to the same subject.

**ORDINANCE #4175**, November 23, 2009

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, by Ordinance 3697, dated October 24, 2005, the Legislature did enact section 1206.3, Jackson County Code, 1984, relating to the fees the Geographic Information System (GIS) Department charges for copies of maps and other specialized documents produced by that department; and,

WHEREAS, by Ordinance 3854, dated November 27, 2006, due to increasing costs, the Legislature did revise section 1206.3, Jackson County Code, 1984, relating to the fees the Geographic Information System (GIS) Department charges for copies of maps and other specialized documents produced by that department including the authorization of a license agreement at the discretion of the Director of GIS; and,

WHEREAS, to facilitate the efficient processing of the license agreement, it is recommended that the Director of GIS be given authority to execute the license agreements on behalf of the County, in a form to be approved by the County Counselor; and,

WHEREAS, the approval of the execution authority as recommended is in the best interests of the health, welfare, and safety of the citizens of the County; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Section 1206., Jackson County Code, 1984, is hereby repealed, and one new section enacted in lieu thereof, to be known as section 1206., to read as follows:

1206. Fees.

1206.1 Applicability.

This section shall be applicable to all divisions, departments, agencies and officers of County government.

1206.2 Policy.

Unless a different fee is specifically provided by law, the fees to be charged for access to or furnishing copies of Records shall be as hereinafter provided, which fees have been determined not to exceed the actual cost of Record search and duplication; upon request, the Custodian of Records shall provide an estimate of the cost to the person requesting the records and certify that these fees are fair and reasonable.

a. Photocopies.

The fee for photocopies is \$.10 per single-sided page of a document not larger than 9" by 14" in size.

b. All Other Fees.

In addition to the fee charged in Section 1206.2(a) the Custodian of records to whom a request is made under this chapter or pursuant to Chapter 610 of the Revised Statutes of Missouri may charge such fees as are authorized pursuant to Section 610.026 of the Revised Statutes of Missouri or any amendments thereto. An estimate of the cost of production of records will be provided by the custodian upon request prior to producing Records.

c. Independent Contractors.

The fee for a record search and/or duplication conducted by an independent contractor of the county is the actual cost to the county of the contract.

1206:3 Geographic Information Systems Department Fee Schedule.

a. Maps and Aerial Photographs, Reproductions.

The GIS Department shall charge the following fees for the reproduction of its parcel maps with aerial photos:

<u>MAP SIZE</u>	<u>DESCRIPTION</u>	<u>FEE</u>
8.5" X 11"	Parcel Maps: Aerial Photos with Parcel Lines Covering Area Requested by Customer	\$5.00
11" X 17"	Parcel Maps: Aerial Photos with Parcel Lines Covering Area Requested by Customer	\$10.00
26" X 36"	Parcel Maps: Aerial Photos with Parcel Lines Covering Area Requested by Customer	\$15.00
33" X 36"	Code Sheets: County-Wide Map Showing Map ok and Page Information	\$12.00
33" X 36"	TCA Maps: County-Wide Map Showing Tax Code Areas	\$12.00
Varies	Additional Layers: Adding Additional Layers to an Existing Map Product, Such as School Districts, Legislative Districts, Etc.	\$2.00
Varies	Custom Maps	\$5.00
		Per Linear Ft.
		+ Custom Fee*

\*In the event that the map ordered will require some sort of custom work, a fee of \$30.00 per hour will be charged. Costs for other custom work will be determined on a project by project basis.

b. Maps and Aerial Photographs, Reproductions.

The GIS Department shall charge the following fees for the licensing of its data in a digital format, and may require any person requesting such a license to sign an appropriate license agreement, in a form approved by the county counselor and executed by the Director of GIS, in addition to the payment of the applicable fee:

<u>DATA DESCRIPTION</u>	<u>FEE</u>
2003 Ortho Photography	\$30 per tile (approx 1 sq/mi)
2006 Ortho Photography	\$20 per tile (approx 1 sq/mi)
Parcel Data	\$0.0225/parcel for boundaries, \$0.05/parcel for boundaries with attributes
District Boundaries	\$200 per layer

Elevation Data \$50 per megabyte

Address Database \$300 per megabyte

Oblique Aerial Photography \$5 per photo

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

*Patricia Teller*  
Deputy/Assistant County Counselor

*Tommy Spino*  
County Counselor

I hereby certify that the attached Ordinance, Ordinance #4175 of November 23, 2009 was duly passed on December 7, 2009 by the Jackson County Legislature. In the votes thereon were as follows:

Yeas 9                      Nays 0  
Abstaining 0                      Absents 0

This Ordinance is hereby transmitted to the County Executive for his signature.

12.7.09  
Date

*Mary Jo Spino*  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4175.

12/07/2009  
Date

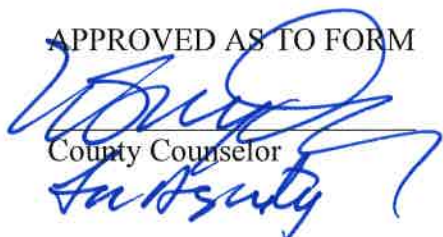
*Michael D. Sanders*  
Michael D. Sanders, County Executive

On December 7, 2009, the Jackson County Legislature adopted Ordinance #4175 repealing section 1206., Jackson County Code, 1984, relating to the fees for reproduction of County records, and enacting, in lieu thereof, one new section relating to the same subject. In so doing, the Jackson County Legislature ratified the agreement entered into by Steve L. Marsh, the Director of GIS, on behalf of the County, and Urban Mapping Inc., on October 30, 2009, and signed by Steve L. Marsh, the Director of GIS, on behalf of the County, and Urban Mapping Inc., on November 10, 2009.

The adoption of ordinance #4175 acts as an effective novation whereby Jackson County assumes all rights and responsibilities contained in the contract as signed by Steve L. Marsh, the Director of GIS, on behalf of the County, and Urban Mapping Inc., on November 10, 2009.

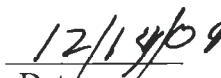
Effective Date: This certification shall be effective immediately upon this signature by the County Counselor, the Director of GIS and the Clerk of the Legislature.

APPROVED AS TO FORM

  
County Counselor

  
Director of GIS

  
Mary Jo Spino, Clerk of the Legislature

  
Date

FILED  
DEC 1 2009  
MARY JO SPINO  
COUNTY CLERK



**GEOGRAPHIC INFORMATION SYSTEMS (GIS) DATA LICENSE AGREEMENT**

FOR ENTITIES REQUESTING ACCESS TO GIS AND RELATED DATA CREATED AND MANAGED  
BY JACKSON COUNTY MISSOURI.

This Agreement is made and entered into this 30<sup>th</sup> day of October, 2009, by and between the Jackson County, Missouri ("County"), through its Director of Information Technology, and Urban Mapping, Inc, ("Licensee"). In consideration of the mutual promises and covenants contained in this Agreement, the County and Licensee expressly agree that:

1. **Authority.** This Agreement is made pursuant to the authority granted the County by Section 67.1850, RSMo. It is implemented pursuant to the direction of the County Code Section 1206.3 (Ord. 3854, Eff. 01/11/07).
2. **Grant of License.** The County grants to Licensee and Licensee hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by the County.
3. **Licensed Materials.** The materials licensed for use by Licensee under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of the County ("Licensed Materials"). The materials are identified more fully in the attached Schedule of Licensed Materials.
4. **Use.** Subject to the terms, conditions and prohibitions of this Agreement, Licensee shall be entitled to use the information contained in the licensed materials for its business.
5. **Transfer.** This License is expressly non-transferable and Licensee shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity. The Licensed Materials may not be distributed to any other party for that party's use without the written permission of the County. Permission will be contingent on the format of the second party's access to the data.
6. **Data.** The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time Licensee requests the information. The County is under no obligation to provide maintenance of the Licensed Materials, and will not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS, or that the information provided has been updated or in any fashion changed.
7. **Title.** The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the County and with the offices or officials of the County having official custody of the Licensed Materials.

8. **Not Public Records.** The database in the form of the Licensed Materials is proprietary, intellectual property of the County and shall not be considered or deemed as open, public records, except as provided in Section 67.1850 RSMo. Licensee shall, and hereby expressly agrees that it will, recognize the property interests of the County and the County agrees that it is not, pursuant to this License Agreement, a custodian of any open, public records, except as may exist pursuant to Section 67.1850, RSMo.

9. **Costs.** Licensee shall pay to the County fees for access to and use of the Licensed Materials in accordance with the attached Schedule of Fees.

10. **Release.** Licensee expressly releases and agrees to hold the County harmless from any and all claims or damages arising out of the use of the data or information, the accuracy of the data or information, or any reliance on the data or information. Licensee expressly agrees that it does assume all risk for use and reliance on the data and information.

11. **Disclaimer of Accuracy and Warranties.** Licensee shall and hereby does knowingly accept the data and information "as-is", and the County expressly disclaims any representation or warranty to the completeness or accuracy of the data or information. Further, the County expressly disclaims any representation or warranty as to the suitability of the data or information for any use intended by Licensee. Licensee recognizes that the County shall not be liable for any damages that may arise from any error that may exist in the information or the geographical information system.


12. **Waiver.** The waiver of any breach of any provision of this License Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions.

13. **Modifications.** Any modification of this Agreement shall be in writing executed by each party.

14. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties.

15. **Law.** This Agreement is made in and shall be governed by the laws of the State of Missouri and Jackson County, Missouri.

This Agreement is made as of the date first above written by:

A handwritten signature in black ink, appearing to read "Andy Battles", is written over a horizontal line.

Name: Andy Battles  
Title: Researcher


JACKSON COUNTY, MISSOURI

  
\_\_\_\_\_  
Director of Information Technology

  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
County Counselor

  
\_\_\_\_\_  
Clerk of Legislature