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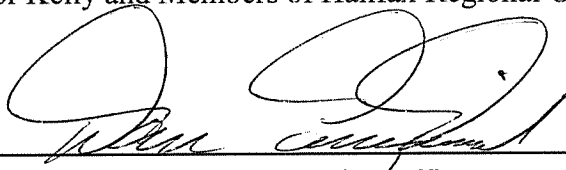


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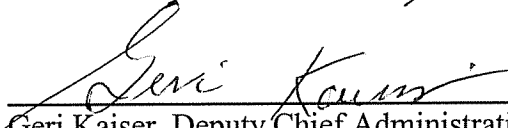
Halifax Regional Council
June 20, 2006

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



Dan English, Chief Administrative Officer



Geri Kaiser, Deputy Chief Administrative Officer

DATE: June 15, 2006

SUBJECT: GIS Data Dissemination Policy

ORIGIN

Staff.

RECOMMENDATION

It is recommended that :

Regional Council endorse the draft Geographic Data Dissemination Policy attached to this report to provide corporate direction on the distribution of hard copy and digital geographic data created and managed by HRM.

BACKGROUND

Currently HRM does not have a formal policy regarding the dissemination of corporate geographic data. For the purposes of this report, geographic data is defined as all data resident on the organization's GIS (Geographic Information System) system. This includes, but is not limited to, data sets such as civic addresses, street centerline, community boundaries, infrastructure (i.e. sewer, roads), administrative boundaries, HRM owned property, parks and recreation sites, building outlines and points. It includes the graphic representation of this information as well as associated attributes or descriptive details. These data sets are created and maintained by HRM staff. As such, they are considered to be part of HRM's *information assets*.

HRM staff have been operating on the basis of informal policies and past practise with respect to geographic data dissemination. In general, distribution of geographic data has been limited to internal HRM business units and those external agencies and organizations that conduct work for the municipality or are undertaking activities that are clearly linked to a public purpose. Recently, several requests for HRM data have been made which fall outside of these general "rules of thumb". Staff have been left to make decisions on these requests without clear policy direction.

Staff seek Council's direction and agreement on a policy direction relating to the dissemination of HRM geographic data.

DISCUSSION

Geographic data is created and managed within the organization's GIS system for use by the municipality. GIS is a powerful mapping and analytical tool used by most HRM departments. GIS data supports decision making in such areas as 911 dispatch and operations, bus routing, EMO planning and response, regional planning, storm water management, crime analysis, and asset management.

Geographic data is an *asset* of the organization and one which requires proper care, maintenance and management. As with all assets, the creation, maintenance, and management of geographic data requires considerable public resources and money. Like other assets of the corporation, it is necessary to have policies governing the use of GIS data assets. Staff have conducted considerable research across Canada to determine the various approaches to GIS data dissemination. Our research reveals that policies vary from being very open and unstructured to being very narrow and restrictive. Staff have prepared a draft policy for Council's consideration which falls in the middle of this continuum and reflects basically the practise to date regarding distribution of GIS data. In general, it has been loosely modelled on the approach used in the City of Hamilton.

Policy Principles & Summary

The draft policy presented for Council's consideration is based on the following principles:

1. The provision of data is expensive and should be undertaken only when there is a clear responsibility to inform (publish), there is a benefit to HRM to do so, or clients are willing to pay for the data.
2. Data created and managed using public funds shall not be distributed or sold for commercial purposes
3. The cost of making data available shall reflect the full cost of collecting, compiling, preparing, producing, and disseminating the data (including overhead) , but not the original cost of acquiring the data
4. Fees and charges may be reduced or waived where appropriate (i.e. where health, safety, and emergency preparedness issues are involved) or where there is an exchange of data with another body or organization through a quid pro quo relationship
5. Objectives of full cost recovery are to ensure the direct beneficiaries of the data bear the cost, and not the taxpayers of HRM, and to reduce operating costs.
6. The cost of making “hard copy” maps available for purchase to the public or corporations shall reflect the full cost of assembling, compiling, preparing, producing and reproducing the data (including overhead), but not the original cost of acquiring the data.

The adoption of the attached draft policy will provide staff with clear direction on the philosophical position of Regional Council regarding the dissemination of corporate GIS data assets. The draft policy defines the type of data to which it applies and the categories of clients who may access the data. It also provides a schedule of costs for data items, materials, and custom services. It is intended that all HRM staff will use the policy when fulfilling requests for data from internal and external clients. Responsibility for implementation of the policy rests with the Manager of GISS, Data/Business Information Management Division.

BUDGET IMPLICATIONS

The purpose of the draft policy is to ensure costs are recovered for the dissemination of HRM geographic data and that the users of this data, not the taxpayers of HRM, bear this cost. The recommended fees and charges in the attached policy should cover the costs of providing the data to external clients, including overhead. Additional fees are proposed for limited, non commercial use of HRM geographic data by category “C” clients. The costs of providing geographic data to HRM business units is considered to be part of the on-going operating costs of the GISS section. Only under special circumstances (i.e. large projects) will charges and fees be levied against internal business units.

Revenue projections are not available for the subscription service as we do not have any previous experience charging for this service. At this time, we are uncertain regarding the response of clients to the fee structure. The fee structure is a best estimate based on our experiences talking to clients as well as fee structures in place elsewhere in Canada (i.e. Edmonton and Hamilton). The proposed fee structure is not seen as a revenue source but rather is being put in place as a means of managing demand given limited resources to provide this service. It is expected that there may be subsequent revisions to the fee structure once some experience is gained with it.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES


Regional Council may wish to propose, for the consideration of the Data Division, modifications to the intent or specifics of the attached draft policy.

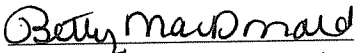
ATTACHMENTS

Attachment 1 - Draft Geographic Data Dissemination Policy

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Donna Davis, Division Manager, Data/ Business Information Management, 490-4417


Financial Review: Catherine Sanderson, Senior Manager, Financial Services, 490-1562

Report Approved by: 
Betty MacDonald, Director, Business Planning & Information Management 490-4769

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|---|
| SUBJECT: GEOGRAPHIC DATA DISSEMINATION POLICY AUTHORITY: GIS SERVICES, DATA & BUSINESS INFORMATION SERVICES, HALIFAX REGIONAL MUNICIPALITY |
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POLICY STATEMENT

This policy defines what the Halifax Regional Municipality (HRM) charges for the dissemination of digital and hard copy geographic data. The policy ensures that consistent and equitable service is provided to the public, and ensures that costs are kept to a minimum by basing fees on cost recovery. Recovery of costs will be based on dissemination costs only and will not include the cost of acquiring, developing or maintaining the original data. HRM geographic data may be purchased for limited, non-commercial uses; additional fees will apply. The attached pricing structure outlines the charges applicable to the dissemination of digital geographic data and hard copy maps created from digital geographic data.

APPLICATION

This policy defines the type of data to which it applies and the categories of client who may access the data. It also provides a schedule of costs for data items, materials and custom services. It is intended that staff will use the policy when fulfilling requests for data from internal and external clients.

This policy will be implemented commencing on June 20, 2006.

1. Data Covered by Policy.

All geographic data that is stored on the Halifax Regional Municipality's corporate geographic information system are covered by this policy. For the purposes of this document, "geographic data" can be defined as:

"...data or information derived from data that is stored within computer systems by latitude/longitude, or other similar spatial referencing system. This includes all descriptive, or attribute data which is "linked" or "related" to the spatial referencing system by codes, keys, or similar means."

2. Target Groups Subject to Policy

For the purposes of interpreting and implementing this policy, the following categories of clients have been identified :

Category "A" includes internal clients of the Halifax Regional Municipality, such as Halifax Regional Municipality business units, police services (HPD), etc.

Category A clients are exempt from fees for geographic data and are not required to enter into a license agreement but have an understanding of the data dissemination and license policy. When data or custom mapping is required for a major project such as Harbour Solutions or a Municipal Election, data handling fees, hard copy map/publication fees, and material fees may be charged. All such fees charged to this category of clients may be waived at the discretion of the GIS Services Manager.

Category "B" includes other municipalities, local school boards, local libraries, other local government agencies or associations; not-for-profit organizations (i.e. recreation trail associations, Friends of the Public Gardens) and charitable organizations (i.e. church groups, Girl guides, Diabetes Association); provincial or federal government agencies involved in local programs; and local media representatives within the Halifax Regional Municipality, and includes community associations and consultants (working on behalf of any Category B client).

Category B clients are exempt from fees for geographic data but they are required to pay data handling fees, hard copy map/publication fees and material fees charged at full cost recovery. Category B clients working in partnership with Halifax Regional Municipality are exempt from handling and material fees. Category B clients are required to enter into a license agreement for use of the data.

Category "C" (Subscriber) includes utility companies (i.e. Aliant, Nova Scotia Power, Heritage Gas, Eastlink Cable, Canada Post, EHS), corporations, individuals, consultants, developers, and commercial ventures purchasing data for limited, non-commercial uses.

Category C clients must comply with the policy as defined herein, which includes a subscription rate that incorporates cost recovery for data handling fees, hard copy map/publication fees and material fees. These fees and charges shall in no case be less than full cost recovery. Category C clients are required to enter into a limited use license agreement (standard attached) for use of the data. Subscription fees may be waived in whole or part where a quid pro quo data exchange is available.

Category "D" (Value Added Re-seller) includes corporations, individuals, private consultants, developers, and commercial ventures purchasing data for unlimited, commercial uses including re-sale of the data. Publicly funded geospatial assets and staff resources to compile/collect to manipulate such data are not intended for the reuse of value added or for profit services. It will not be the practise of HRM to provide data that may be sold or reused for purposes of sale or profit by others.

3. Staff Responsible for Implementation of Policy

- (1) The GIS Services Manager will be responsible for the implementation of this policy.
- (2) All Halifax Regional Municipality staff will be responsible for adherence to this policy.
- (3) The GIS Services Manager is authorized to establish, revise and waive fees as appropriate

4. Ownership of Geographic Data

- (1) Any electronic databases prepared under the direction or control of the Halifax Regional Municipality belong to the Halifax Regional Municipality; the Halifax Regional Municipality has the exclusive right to use the databases in any manner or to authorise others to copy it.
- (2) In accordance with the foregoing, direct access to the geographic databases is restricted to employees of the Halifax Regional Municipality
- (3) Responsibility to administer Halifax Regional Municipality's copyright and ownership of data rests with Legal Services.

5. Schedule of Costs

1. The cost of making data or "hard copy" maps available for purchase to the public or corporations shall reflect the full cost of collecting, compiling, preparing, producing and disseminating the data (the "marginal" cost of disseminating), but not the original cost of acquiring the data.
2. Fees and charges may be reduced or waived where appropriate (e.g. where health, safety and emergency preparedness issues are involved or there is an exchange of data with another government body, academic institution or utility).
3. Revenues received by GIS Services for geographic data and hardcopy mapping shall be placed in a GIS Services general revenue account

4. The costs of the data dissemination as defined in the above policy shall be implemented with the Manager of GIS Services authorized to establish, revise and waive fees as appropriate. The current schedule of fees is attached as Schedule "B".

6. Data License Agreements

- (1) Data License Agreements are required each time data is provided to a client. The Data License Agreement must be executed between the Licensee and HRM before data is provided.
- (2) Data shall be provided as a "non-exclusive" license (Halifax Regional Municipality retains the right to access and distribute its data through other licensees).
- (3) When a client wishes to use the data provided under an existing agreement for a new project, a new agreement shall be prepared and an administration fee charged.
- (4) One standard form of Data License shall be available, with customized conditions for use depending on the nature of the data provided. A sample of the Data License Agreement is attached as Schedule "A".
- (5) There is an implied copyright on all products; however an effort should be made to place copyright statements on the original documents, as well as other disclaimers and acknowledgements.
- (6) Where the Halifax Regional Municipality is not the sole-owner, a multi-party agreement will be used, naming all parties involved.

Schedule "A": GIS Data License Agreement

GIS Data License Agreement

THIS AGREEMENT dated the **dayth** day of **month**, **year**.

BETWEEN:

Company Name ("Licensee")

AND

HALIFAX REGIONAL MUNICIPALITY

WHEREAS Halifax Regional Municipality is the owner of digital files containing geographic information covering the Halifax Regional Municipality (hereinafter the "Database");

AND WHEREAS Halifax Regional Municipality has agreed to grant a non-exclusive license to **Company Name** subject to the terms and conditions of this Agreement;

NOW THEREFORE Halifax Regional Municipality and the Licensee covenant and agree as follows:

1. Grant of License

The Halifax Regional Municipality hereby grants to the Licensee a non-transferable, non-exclusive license to use electronic files of the municipality's Geographic Database as itemised in Addendum 'A' (hereinafter called the "Licensed Database") royalty-free with respect to the specific needs of the **Project Name** Project commencing on execution of this license by all parties and expiring on completion of the project, subject to earlier termination.

2. Fee Payable

The Licensee shall pay to the Halifax Regional Municipality a fee of **\$0.00** for the granting of this license. The licensee shall pay the fee to the Halifax Regional Municipality within thirty (30) days of receiving an invoice.

3. Restricted Use

The Licensee is authorised to use the Licensed Database solely for its own internal operation with respect to the specific needs of the **Project Name** Project. The Licensee acknowledges that the Licensed Database is protected by copyright and that the only right that the Licensee obtains to the Licensed Database is the right of use in accordance with the terms of this License. Where the Database, or portion thereof, is used in combination with other data to produce derived works for distribution to individuals, associations and corporations, the derived work must be provided in a non-digital format. Any third party requiring access to the Licensed Database for the purpose of producing such derived works must execute an agreement with the Halifax Regional Municipality prior to being given access to the Licensed Database.

The Licensee may engage contractors to perform work on the Licensed Database. The Licensee shall ensure that contractors do not copy the Licensed Database or use the Licensed Database for any purpose other than providing services for the Licensee with respect to the specific needs of the **Project Name**, or in any manner in which Licensee is prohibited under this License Agreement.

4. No transfer

Any attempt by the Licensee to sub-license, assign or transfer any of the rights, duties or obligations hereunder are void. The Licensed Database shall not be sold or distributed to third parties in any manner by the Licensee.

5. No warranty

The Halifax Regional Municipality shall not be obliged to update the files or the Licensed Database or to make any changes thereto at the request of the Licensee. The Halifax Regional Municipality makes no warranties, either express or implied, as to any matter, including without limitation, the condition, quality or accuracy of the Licensed Database or its fitness for any particular purpose. The Halifax Regional Municipality does not take any responsibility for inaccuracies found in the maps or data. The granting of rights to any new edition of the Licensed Database will be subject to a new agreement between the parties.

6. Indemnity

The Licensee indemnifies and saves harmless Halifax Regional Municipality from any claim by a third party and for any losses, costs and damages arising out of or related to the Licensee's use of the Licensed Database where such use has not been in accordance with the terms of this Agreement.

7. Default

If the Licensee fails to comply with any of the terms or conditions of this Agreement, Halifax Regional Municipality may terminate this Agreement immediately.

8. Effects of termination

Upon the termination of this Agreement for whatever cause, all rights and privileges granted to the Licensee hereunder will immediately terminate and the Licensee shall immediately return to the Halifax Regional Municipality, or destroy, the Licensed Database and all related copies and materials. The Halifax Regional Municipality reserves the right to require proof from the Licensee of the destruction of the Licensed Database and related copies and materials.

9. Governing Law

This Agreement is governed by the laws of the **Province of Nova Scotia**.

10. Inurement

This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

11. Notices

Any notice, instruction or other communication required or permitted to be given to any party pursuant to this Agreement must be in writing and will be deemed to have been sufficiently given if delivered personally or sent by pre-paid registered mail or by facsimile to the corresponding address show below:

If to the Licensee:

Company Name
Street Address
City, Province
Postal Code

If to HALIFAX REGIONAL MUNICIPALITY:

Manager, GIS Services
Halifax Regional Municipality - GIS Services Section
P.O. Box 1749
Halifax, Nova Scotia B3J 3A5
Phone # - (902) 490-6568
Fax # - (905) 490-5384

or to such other address as any party may from time to time notify the others in accordance with this section.

Any such communication will be deemed to have been received on the date of delivering if personally delivered; or on the fifth business day after mailing if sent by pre-paid registered mail; or on the date of transmission if sent by facsimile.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

Company

(signature)

Name: _____

Title: _____

Date: _____

HALIFAX REGIONAL MUNICIPALITY

(signature)

Name: _____

Title: Manager of GIS Services

Date: _____

Prepared by: Employee Initials, Department

- (
- (Addendum 'A'
- (
- (Licensed database, transferred to licensee
- (in electronic format, in file(s) as named hereafter;
- (
- (For the purposes of this contract you have been determined as a Category "B or C" client.
- (
- (Enter a description of data provided here and a description of the purpose.
- (Need details as to what data is provided, in what format, and geographic extent
- ((e.g. DWG, shapefile, feature names, "area bounded by ...", etc.).
- (List and additional conditions of the agreement (for example data to be obtained in exchange).
- (
- (

Schedule "B": GIS Data Dissemination Fees

Digital GIS Data Handling Fees

All request for digital data shall be charged a handling fee of \$55.00 per hour, (minimum .5 hour charge) to cover the cost of staff time spent in discussions with the requester, and time spent in the preparation and delivery of the data. The minimum hourly rate will be charged for each separate request. Digital transfer of data (email or FTP) are included in this price.

Data is available in the following formats:
Standard Formats –ESRI Shapefile, Personal GeoDatabase
Export formats –XML, DWG, DXF

Fees will also include the cost of material transfers:
\$25.00 per Data CD

Hard Copy Map Plotting Fees

All those requesting a hard copy map shall be charged a plotting fee of \$55.00 per hour, (minimum .5 hour charge) to cover the cost of staff time spent in discussions with the requester, and time spent in the preparation and delivery of the map. The minimum hourly rate will be charged for each separate request.

Fees will also include a \$5.00 per linear foot charge to cover the cost of standard paper. Other media available upon request and subject to applicable fees.

All pricing is subject to applicable taxes.

Subscription Fees:

Subscription Fees will apply to category "C" clients on an annual basis. "C" clients will be notified 30 days before their subscription term is completed. If renewal is not forthcoming, the Licensee shall immediately return to the Halifax Regional Municipality, or destroy, the Licensed Database and all related copies and materials.

Themes will be added as they become available. Regular updates of the themes will be made available as specified in the Data License.

| Subscription type: | Cost |
|---|-------------|
| Annual- all available themes listed below | \$5000 |
| Street centreline graphic without attributes | \$500 |
| Street centreline graphic with attributes | \$2000 |
| Buildings (outlines &/ or points) no attributes | \$500 |
| Civic address point file | \$2000 |
| Administrative boundaries (i.e. polling districts, communities, pre-amalgamation boundaries, etc.) | \$500 |
| Public safety themes and attributes (i.e. police, fire, hospitals, etc) | \$500 |
| Metro Transit (stops & routes) | \$500 |
| Infrastructure without attributes (i.e. sewer, storm sewer, road right-of-way, curb, sidewalks, etc) | \$500 |
| Infrastructure with attributes (i.e. sewer, storm sewer, road right-of-way, curb, sidewalks, etc) | \$2000 |
| Backdrop (coastline, major water bodies, etc) | *** |

*** Backdrop information available free on the Province of Nova Scotia web site is available as a bundle provided the client shows a current signed Data License agreement with the province.