

**OAKLAND COUNTY, MICHIGAN  
GEOSPATIAL DATA  
ACCESS, DISTRIBUTION AND USE**

The following Geospatial Data Access, Distribution, and Use standard is designed to assist County employees and other approved users in applying the Enhanced Access to Public Records Act, MCL 15.441 *et seq.*, other federal and state law, relevant Oakland County Board of Commissioners resolutions, and Oakland County's Enhanced Access to Public Records Policy when accessing, distributing and using the County's geospatial data. The Oakland County Department of Information Technology (IT) is primarily responsible for overseeing access to and monitoring use of the County's geospatial data in a manner that is consistent with law and County policy, in collaboration with the elected official, department head, agency, board, commission, council, other county public body that is legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession, or use of the geospatial data.

**1.0 Geospatial Data Access, Distribution and Use**

*1.1 Licensed Geospatial Data*

The County may restrict or deny access to geospatial data because of licensing restrictions on the data's use. Generally, these restrictions apply to commercially-provided data. IT maintains an inventory of licensed geospatial data. As new geospatial data is licensed, IT will update its inventory and advise requestors of restrictions on use pursuant to a license agreement.

*1.2 Sensitive Geospatial Data*

The County may restrict or limit enhanced access to certain sensitive geospatial data provided such an action is permitted under applicable federal and state law, County Board of Commissioners resolution, court order, or court rule. The following criteria, among others, may be used to decide if geospatial data is sufficiently sensitive to merit restricting access to it.

1. Does the geospatial data contain information that would uniquely identify certain people, putting them at risk?
2. Does the geospatial data contain information that would uniquely identify certain facilities, putting them at risk?
3. Do the risks of sharing the geospatial data outweigh the benefits?

IT maintains an inventory of existing sensitive geospatial data and updates it as necessary. As new geospatial data is developed or licensed, IT, the agency responsible for producing and maintaining the geospatial data (data custodian), and the Office of Corporation Counsel will determine whether the data is sensitive and if access should be limited. Analysis will include review of the requirements of the Michigan Freedom of Information Act, being MCL 15.231 *et seq.* IT may impose additional use constraints on a case-by-case or element-by-element basis when granting access to sensitive data.

IT may provide a generalized abstraction of sensitive geospatial data in response to a request. The degree of abstraction may be high, medium or low. Generalization may occur at the feature level or the attribute level. An example of generalization is illustrated below in Table 1.

<b>Generalization</b>	<b>Feature Type</b>	<b>Attribute</b>
Low	Point	123 Main St.
Medium	Line	101-199 Main St.
High	Polygon	Supervisor’s Plat

**Table 1**

*1.2.1 Access to Sensitive Geospatial Data*

Based upon the guidelines discussed above and the access roles described below, access to sensitive geospatial data may be granted to particular departments, agencies, or individuals, or for particular, identified purposes. The broad categories of access roles are:

**Business Partner:** Participants include Geospatial Data Users (defined in Section 2) who provide public services involving mutual aid, public safety, public health and public infrastructure to constituents.

**Collaboration Partner:** Participants include Geospatial Data Users who collaborate to provide services such as water, sewer or building permit management to constituents.

**General Consumer:** Participants include all public and private agencies or individuals who use geospatial data for mapping, analysis and decision-making.

Generally, access to sensitive geospatial data will be limited to Business Partners. In narrow circumstances, access to sensitive geospatial data may be granted to Collaboration Partners. IT will grant General Consumers access to sensitive geospatial data only in very limited circumstances.

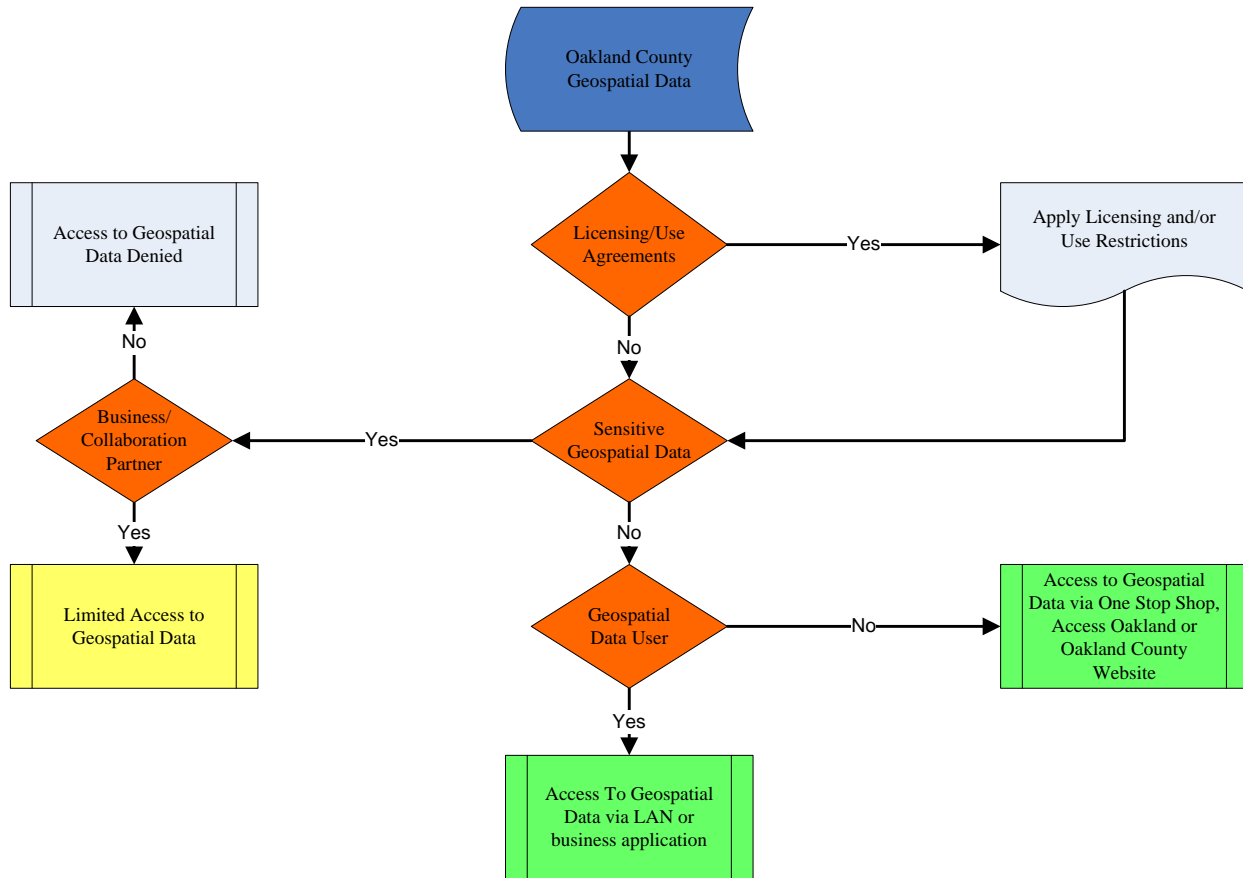
The relationship between sensitive geospatial data, access roles, sensitivity and generalization is illustrated below in Table 2.

<b>Access Role</b>	<b>Access Role Characteristics</b>	<b>Data Sensitivity</b>	<b>Data Generalization</b>
Business Partner	Enforces the highest degree of data restriction.	High	Low
Collaboration Partner	Enforces a moderate degree of data restriction.	Medium	Medium
General Consumer	Enforces the lowest degree of data restriction.	Low	High

**Table 2**

Decisions consistent with the authorizing federal and state law or local resolution regarding access, distribution, and use of geospatial data are made according to the uniform process outlined in the Geospatial Data Access, Distribution and Use Decision Tree (Figure 1). The decision tree promotes uniformity in distribution, clarifies responsibilities, and assists with identification of statutory, contractual, licensing, or other restrictions that impact access to and use of geospatial data.

**Figure 1: Geospatial Data Access, Distribution and Use Decision Tree**



## 2.0 Geospatial Data Users

Using a variety of technologies and delivery mechanisms, Oakland County licenses its geospatial data to a large number of users through the Oakland County Access Oakland User Agreement or an intergovernmental agreement. Geospatial data is provided through business applications or static maps on the County's website. Geospatial data is also provided by direct access to the County's wide area network (WAN), through the Oakland County One Stop Shop on recordable media (e.g. CDROM or DVD) and the County's FTP site.

Users receive the geospatial data in its native format (ESRI geodatabase or shapefile). Other formats or custom data products may be provided by the Oakland County One Stop Shop. If access is permitted by the controlling agreement and relevant law, costs of developing these formats or custom data products will be consistent with the County's Access Oakland/G2G Cloud Solutions Master Fee Structure.

### 2.1 *Oakland County Departments*

Participating County departments will be provided access to geospatial data required to perform their designated County functions. Access is via the County's local area network (LAN) as part of the County's enterprise GIS program. County departments should direct requests for access and use of geospatial data to IT. The identified data custodian, IT, and Corporation Counsel will determine whether the requested access and use is consistent with the data custodian's legal obligations regarding the data and whether there are any statutory limitations on access to the data.

### 2.2 *Authorized Agents of Oakland County Departments*

Authorized agents of the County (e.g., contractors and subcontractors), may be provided with access to geospatial data at NO COST if the requested data is required for the contractor or subcontractor to perform the tasks for which they were hired. The data must be requested by the department that will receive the services. The contractor or subcontractor must agree in writing, that the geospatial data will be used solely for the work it performs for the County and that the data will not be shared or distributed to anyone. If the data is to be used by an authorized agent for public presentation or in a written publication which is outside the scope of the agent's contract with the County, written permission must be obtained from the data custodian, following consultation with Corporation Counsel.

### 2.3 *Cities, Villages, and Townships (CVTs)*

Direct access to geospatial data will be provided to cities, villages, and townships (CVTs), under an intergovernmental agreement or current County practice, via the County's wide area network (WAN) at NO COST. However, in order to be granted direct access, the CVT must maintain the required ESRI software.

CVTs that do not have direct access will be provided with major geospatial data, including parcels, parcel attributes, road centerlines with address ranges, orthoimagery, hydrography,

contours, etc., according to an intergovernmental agreement or current County practice, at NO COST. Each dataset will be provided at a frequency that is appropriate for the rate of data maintenance. Obtaining additional copies will be the responsibility of the CVT and can be purchased at the Oakland County One Stop Shop. It is the responsibility of IT to advise and remind the CVT of its obligations regarding the use and sharing of County geospatial data.

For data access via certain programs such as CAMS, in order to keep an active user name and password, every 3 years, individual users are required to review the County's electronic communications practices and guidelines, the procedures outlined in this document, and to sign a form indicating that they have completed these tasks.

The intergovernmental agreement or current County practice should identify a designated point of contact (department or staff position), limit use of the data to performance of CVT functions, and include provisions describing and defining any rights to share and/or distribute the geospatial data. Requests for amendment to the intergovernmental agreement or current County practice to permit further access and use of geospatial data will be directed to IT, which must consult with the data custodian, Corporation Counsel, and/or the Board of Commissioners.

#### *2.4 Authorized Agents of CVTs*

Authorized agents (e.g. contractors and subcontractors) may be provided with access to geospatial data at NO COST if the requested data is required for the contractor or subcontractor to perform the tasks for which they were hired and the data is requested by the CVT that will receive the services. The contractor or subcontractor must agree, in writing, that the geospatial data will be used solely for the work it performs for the CVT and that the data will not be shared or distributed to anyone. If the data is to be used by an authorized agent for public presentation or in a written publication which is outside the scope of the agent's contract with the CVT, written permission must be obtained from the data custodian following consultation with Corporation Counsel.

#### *2.5 State, Federal or Regional Governmental Agencies and Academic Institutions*

State, federal, or regional governmental or quasi-governmental agencies and academic institutions (RCOC, Oakland Schools, etc.) will be provided geospatial data at NO COST upon execution of an intergovernmental agreement. Use will be limited to the performance of their designated function as a state, federal or regional governmental or quasi-governmental agency or academic institution. Individual terms and conditions will be in the signed agreement and describe and define the state, federal or regional governmental or quasi-governmental agency or academic institution's rights to share and/or distribute the geospatial data with another agent.

#### *2.6 Public or Private Organizations or Businesses*

Public or private organizations or businesses may obtain access to geospatial data at NO COST upon resolution by the Board of Commissioners to waive the fees established in the Access Oakland/G2G Cloud Solutions Master Fee Structure or through an authorization process for requests that has been approved by the Board of Commissioners. The public or private

organization or business must execute the Oakland County Access Oakland User Agreement and Fee Waiver. Waivers of fees, as described here, are permitted by Board of Commissioners Miscellaneous Resolution #97165 and the Oakland County Enhanced Access to Public Records Policy approved by the resolution, as amended by resolution #13152.

### *2.7 Students*

Students may be provided geospatial data at NO COST upon resolution by the Board of Commissioners to waive the fees established in the Access Oakland/G2G Cloud Solutions Master Fee Structure or through an authorization process for requests that has been approved by the Board of Commissioners. The County may limit access to the data to the identified project area. The Student or legal guardian must execute the Oakland County Access Oakland User Agreement and Fee Waiver for Students and must agree to share the results of any research and/or written work with IT. Waivers of fees, as described here, are permitted by Board of Commissioners Miscellaneous Resolution #97165 and the Oakland County Enhanced Access to Public Records Policy approved by the resolution, as amended by resolution #13152.

### **3.0 Geospatial Data Consumers**

Geospatial data consumers not specifically identified in this document will obtain geospatial data from the Oakland County One Stop Shop or the Access Oakland website. Use of the geospatial data will be subject to the terms and conditions in the Oakland County Access Oakland User Agreement, including payment of required fees, which have been approved by the Board of Commissioners in the Access Oakland/G2G Cloud Solutions Master Fee Structure.