

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 6622

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: TJ SMITH

PROVIDED BY: COUNCIL OFFICE

INTRODUCED BY: MR. TOLEDANO

SECONDED BY: MR. FITZGERALD

ON THE 1 DAY OF APRIL , 2021

AN ORDINANCE AMENDING ST. TAMMANY PARISH CODE OF ORDINANCES CHAPTER 2 ADMINISTRATION, ARTICLE XVII PARISH FEES, DIVISION 8 MANAGEMENT SERVICES, SUBDIVISION II GEOGRAPHIC INFORMATION SYSTEMS, SECTION 2-292 PURPOSE AND SECTION 2-933 LICENSE REQUIRED FOR DIGITAL SOURCE DATA FILES, RELATIVE TO THE USE BY PARISH EMPLOYEES AND OFFICIALS.

WHEREAS, it is necessary to clarify the license and use of the Parish Geographic Information System relative to parish employees and officials.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: that it hereby amends the St. Tammany Parish Code of Ordinances Chapter 2 Administration, Article XVII Parish Fees, Division 8 Management Services, Subdivision II Geographic Information Systems, Section 2-292 Purpose as follows:

Sec. 2-929. - Purpose.

The geographic information system provides for the preparation and sale of data whether in paper or digital format. This data is a compilation of data from various sources at various scales and ~~accuracy's~~ accuracies.

THE PARISH OF ST. TAMMANY FURTHER ORDAINS: that it hereby amends the St. Tammany Parish Code of Ordinances Chapter 2 Administration, Article XVII Parish Fees, Division 8 Management Services, Subdivision II Geographic Information Systems, Section 2-933 License Required for Digital Source Data Files as follows:

Sec. 2-933. - License required for digital source data files.

The following information is an overview of information authorized and not authorized in the parish geographical data licensing agreement.

(1) It shall be unlawful for any person or entity, other than another governmental entity or employee or official of St. Tammany Parish Government, to acquire, maintain or use any application GIS data without first obtaining a mutual, signed license agreement (hereinafter "license") issued by the director of MIS or designee and in a form prescribed by the same, under the conditions set forth in this section and upon the payment of a fee as also provided for in this section;

(2) All GIS licenses issued pursuant to this section shall be executed by the person or entity requesting the GIS data ("licensee") and shall set forth the purposes for which the licensee intends to use the GIS data. The director of MIS or a designee shall either approve or deny the licensees proposed use of the data and if such use is approved, the license shall be issued upon the agreement of the licensee that it acknowledges and will comply with the following expressed conditions and understandings;

(3) The licensee will not copy, reproduce, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, allow the use of, permit access to, distribute, allow interactive rights to, or otherwise make the GIS data available to any other person or entity in any form whatsoever, except as specifically provided for in the license and authorized by the director of MIS;

(4) The licensee will keep and maintain the GIS data in a secure manner, will keep a record of the location of the GIS data, and will return the GIS data to the parish or destroy the GIS data and inform the parish of the same upon the cessation of the use of the GIS data;

(5) The licensee guarantees and has an ongoing and continual duty to notify any employees, agents, contractors or other individuals having access to the GIS data as a part of the licensee's authorized use of the GIS data of the restrictions set forth in this section and in the license, and to ensure that the employees, agents, contractors or other individuals comply with the same;

(6) The licensee acknowledges and understands that the GIS data is not a legally recorded map, survey, or legal document and that the GIS data may contain errors; the GIS data is for reference only and the licensee will not use or rely upon the GIS data in any other way;

(7) The licensee acknowledges and understands that the parish has provided the GIS data on an "AS IS" basis and makes no representations, guarantees, or warranties regarding this GIS data whatsoever, including but not limited to representations, guarantees or warranties that the GIS data is fit for any purpose or is accurate, complete or correct; and further that the parish expressly disclaims any and all liability of any nature whatsoever arising out of any use of the GIS data by the licensee or by any other person or entity; licensee specifically releases the parish from any claims or losses related hereto;

(8) The licensee shall defend, release, indemnify and save and hold harmless the parish and its officers, agents and employees from any and all claims, damages, demands, liabilities, losses, actions, suits, costs, expenses, legal fees, judgments, causes of action or other legal, equitable or administrative proceedings of any kind whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, which in any way result from, are connect with, or arise out of, directly or indirectly, the actions or omissions of the licensee in connection with any use of the GIS data obtained by the licensee or any other person or entity, including actions or omissions of the licensee's officers, employees, agents, representatives, invitees, licensees, sub-consultants, or any other individual obtaining access to the GIS data provided by the parish to the licensee;

(9) The licensee will, upon request from the parish, use its best efforts to assist the parish in identifying any unauthorized use of the GIS data by any person or entity that may have gained possession of the GIS data provided by the parish to the licensee;

(10) The licensee understands that any person who violates the terms and conditions of this division by failing to pay or violating any portion of this division, shall be guilty of an infraction and may be fined \$ 25,000.00, plus a reasonable attorney fee, all parish administrative costs and court costs. In the event there are multiple violations, each violation will be deemed a separate offense;

(11) If any copying or reproduction of the GIS data is specifically provided for in the license and authorized by the director of MIS or designee, the licensee shall affix a copyright and limitation on use notice, in the form, manner and location as is specified in the license, to all copies or reproductions of the GIS data that the licensee guarantees;

(12) Employees and officials of St. Tammany Parish shall be considered licensees in their capacity as members of St. Tammany Parish Government while performing work related services on its behalf.

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 6 DAY OF MAY , 2021 ; AND BECOMES ORDINANCE COUNCIL SERIES NO _____.

MICHAEL R. LORINO, JR. , COUNCIL CHAIRMAN

ATTEST:

KATRINA L. BUCKLEY, COUNCIL CLERK

MICHAEL B. COOPER, PARISH PRESIDENT

Published Introduction: MARCH 24 , 2021

Published Adoption: _____ , 2021

Delivered to Parish President: _____ , 2021 at _____

Returned to Council Clerk: _____ , 2021 at _____