

Summary
MetroGIS Policy Advisory Team
March 28, 2001

1. CALL TO ORDER

The meeting was called to order at 8:30 a.m. by Chairperson Hentges. It was held at the Roseville City Hall.

Members Present: David Arbeit (LMIC), David Claypool (Ramsey County), Will Craig, Rick Gelbmann for Eli Cooper (Metropolitan Council), Jim Hentges (Scott County), Jane Harper (Washington County), and Ed Shukle (Anoka County).

Members Absent: Patrick O'Connor (Hennepin County), and Dennis Welsch (AMM-Roseville)

Visitors: Dave Drealan, (Carver County and member of the Coordinating Committee), Gary Stevenson, (Dakota County and member of the Coordinating Committee), Brad Henry (URS/BRW), Larry Hoium (Anoka County)

Support Staff: Randall Johnson, MetroGIS Staff/Policy Coordinator and Trudy Richter, MetroGIS Business Planning Consultant

2. ACCEPT AGENDA

The agenda was accepted as submitted.

3. ACCEPT MEETING SUMMARY

Shukle moved and Drealan seconded to approve the summary of the February 14, 2001 meeting, as submitted. Motion carried, ayes all.

4. ACTION AND DISCUSSION ITEMS

a) Components of Next Generation (Umbrella) Data Sharing Agreement

Randall Johnson and Trudy Richter, MetroGIS Business Planning Consultant, commented that they had provided several suggested objectives for the “next generation” agreement in the staff report as a place to begin the Team’s discussion. The Team discussed several topics that they believe will be important components of the negotiations to achieve the “next generation” agreement – form of the instrument, description of data included, development costs/cost recovery, data licensing, concerns/issues, roles and responsibilities of the parties, and documentation of data sharing – and acknowledged that significantly more discussion will be required.

Form of Agreement: The first topic addressed was the form that the “agreement” should take. Staff noted that in response Gary Stevenson’s comments at the February 14 meeting that he was concerned that a multi-party agreement would be unwieldy, staff had concluded that the form of the “next generation” agreement should move away from the earlier suggested multi-party form to a form in which each organization that agrees to perform an endorsed MetroGIS function (service or data related) would submit a “Statement of Intent” to the Policy Board.

Stevenson noted that he would prefer to continue the current practice of a county to Council agreement format. Richter commented that the current format worked for the interim agreements because the Policy Board did not exist when the first agreements were executed and the philosophy that underpins MetroGIS was just beginning to emerge. Now that the Policy Board exists and the goals and objectives of the organization have been agree upon in the form of the April 2000 Business Plan, staff’s proposed concept attempts to: 1) provide a means to include the Policy Board in the “next generation” agreement, 2) reinforce the fact that the Metropolitan Council, like each county, is one of many stakeholders whose participation is essential, 3) create a means to clearly identify other providers of endorsed functions on behalf of MetroGIS,

not just counties and the Council, 4) reinforce the principal that no organization will be asked to do anything on behalf of MetroGIS that exceeds their internal business needs, and 5) create an efficient means to clearly document roles and responsibilities performed on behalf of MetroGIS and preserve the institutional memory.

The group talked for some time about three form options: 1) traditional multiple-party formal agreement, 2) Statement of Intent to the Board by organizations to perform one or more Board endorsed functions, and 3) an ad hoc approach wherein there would be no official or standardized means to document roles and responsibilities. Following a lengthy discussion, Claypool stated that he would prefer the middle ground of a Statement of Intent, as suggested by staff. There was general agreement to proceed with discussion to mature the Statement of Intent concept.

Liability and Licensing: All agreed there needs to be a consistent and effective means to clearly communicate to the data user community that the data obtained were developed for the producer's internal business needs and may not be useful for other purposes, that it may not be free from errors, etc.

The discussion revealed a difference in the current practice of licensing. Some require executed licenses only when the data are subject to cost recovery, whereby the licenses prohibit redistribution. Others use licensing in a manner similar to how others use "disclaimers". LMIC users a disclaimer method that permits redistribution but states that the party redistributing the data has an obligation to pass along metadata that contains changes made to the data by that party and the information in the original metadata record. It was agreed that an objective of the "next generation" agreement process should be to standardize the terminology and the actual instruments used to accomplish licensing and disclaimer objectives. All agreed that common language and terminology and removal of a signature requirement where only a disclaimer is needed would greatly reduce time needed to obtain data, particularly if the legal staff's would sign off on a standard form.

Data Included in the Agreements: Staff noted that their suggested concept is to stipulate the data producer and access rules for all data associated with regionally significant business information needs and that producers also should be encouraged to identify other data that they wish the user public to be aware of. Harper suggested, and the others agreed, that the focus should be on the Framework data elements (as defined by MetroGIS) as these data need to be commonly available in a dependable and trusted form to effectively use other geospatial data. Harper also suggested that establishing a more dynamic method of identifying data that are subject to the agreement than the static listings of data in the current Appendices and A and B. DataFinder was cited as an option to be tested for this purpose and staff agreed to prepare a new generic scheme for listing the data for consideration by the team. Everyone also agreed with Arbeit that there must be exceptions for data under-development and data that cannot be shared due to privacy, contractual or other reasons.

Intra-County Data Sharing Exception in the Current Agreements: Craig asked about staff's suggestion to continue the provision in the interim agreements that exempts counties from providing data fee to local government within their respective boundaries. This provision was included initially to acknowledge the existing cost sharing partnerships; partnership that still exist. Claypool stated that these partnerships between counties and their local government partners would continue regardless of regional policies because they make good business sense. Stevenson stated that in Dakota County data sales are relied upon fund a portion of the counties GIS program, to which, several local government partners and Dakota Electric have contributed funding. Harper asked how the proposed regional policy would affect Washington County's current partnership with MnDOT to finance a several million dollar orthoimagery project. The group agreed that in such cases, exceptions must be provided to insure the integrity of existing contractual obligations. In this case, the orthoimagery would not be among the data provided to the user community without fee. All agreed, however, that the existence of the data needs to be made known to the broader community.

Recovery Data Development Costs: Trudy Richter asked the group how they determine if a dataset meets the State law tests to impose a cost recovery fee – requires a significant public investment and has

commercial value. They concluded that there is no formula to determine significant public investment. This finding is made by each organization relative to its particular circumstances. Gelbmann commented that the Council decides if a particular dataset is eligible for cost recovery strictly on the cost to produce it as an individual project and not as an extension of any previously developed data. He also stated that in general the Council has chosen not to impose a fee even if it could because: 1) the data are more often than not core to the Council's internal business and 2) sharing data with the Council's partners has been determined to be consistent with the Council's organizational mission.

Most agreed that the current philosophy among the county boards is that to obtain funding for expensive data development projects (orthoimagery) the proposal generally needs to include a means to obtain supplemental funds from partnering, cost recovery, or both as well as a demonstration of tangible benefit to the county for the portion that would be paid by the county.

Encourage Use of Recommended/Endorsed Best Practices: It was agreed that the "next generation" agreement should encourage use of MetroGIS' endorsed best practices by the producers of data as well as by the users. The method to accomplish this objective, other than a concept of a statement of intent for the producers and the licensing/disclaimer vehicle for users, was not discussed. Best practices were agreed to include anything the Board endorses affecting the range of activities of data users and producers (e.g., producing metadata consistent with the state standard, use of UTM NAD83 for regional datasets, data access and licensing policy, use of NSSDA to measure accuracy) but that adherence will be voluntary. Staff also clarified the current practice of identifying candidate organizations to perform functions on behalf of MetroGIS -- sharing desired roles and responsibilities defined through the MetroGIS process, seeking acceptance of these roles and responsibilities and bring closure through a letter to the Board stating their organization's voluntary acceptance. Staff also noted that if a willing organization(s) cannot be found, the desired role will go unfulfilled until a willing participant comes forward.

Data sharing logs. Harper asked for clarification about the suggested continuation of practice having the data producers maintain logs of with which they share their data under the provisions of the current interim agreements. Will Craig commented that he did not find these logs especially useful when he conducted the MetroGIS benefits study in 1999. Based on this information, staff agreed to stop requesting the logs and to drop the concept from further consideration.

5. PROJECT UPDATES

Staff provided an update on each of the five topics summarized in the agenda packet.

Gary Stevenson noted that there had been no progress with their County Attorney's processing of the agreement permitting the Metropolitan Council to assemble the seven counties' parcel datasets and distribute the regional dataset to the Private Sector. All other six counties have submitted their executed agreements. Anoka County is in the process of processing their data and expect to submit it to the Council by April 4. There was no discussion of the other items presented in the agenda materials.

6. NEXT MEETING

Joint meeting with the Technical Advisory Team May 2, 2001, 10:30 a.m. at the Centennial Building.

7 ADJOURN

The meeting adjourned at 11:00 a.m.

Prepared by,

Randall Johnson, AICP
MetroGIS Staff Coordinator