Enhanced Access Policy

Policy Purpose & Authority: This policy is established pursuant to the authority of the Enhanced Access to Public Records Act, P.A. 462 of 1996, as amended (MCL § 15.441, *et* seq.). The policy is intended to provide the procedures for providing enhanced access to certain public records; and to authorize the County to establish and impose fees for such enhanced access to public records as allowable by law.

Definitions:

1. "County Enhanced Access Coordinator" means the person within the County who will be responsible for coordinating the planning and implementation of enhanced access to public records for the County.
2. "Enhanced access" means a public record's availability for public inspection, purchase or copying by digital means. Enhanced access does not include the transfer of ownership of a public record.
3. "Geographical Information System" or "GIS" means an informational unit or network capable of producing customized maps based upon a digital representation of geographical data.
4. "Operating Expenses" includes, but is not limited to, Cass County's direct cost of creating, compiling, storing, maintaining, processing, upgrading or enhancing information or data in a form available for enhanced access, including the cost of computer hardware and software, system's development, employee time and the actual cost of supplying the information or record in the form requested by the purchaser.
5. "Person" means that term as defined in the Michigan Freedom of Information Act, P.A. 442 of 1976, as amended (MCL § 15.232).
6. "Public Body" means that term as defined in the Michigan Freedom of Information Act, P.A. 442 of 1976, as amended (MCL § 15.232).
7. "Public Record" means that term as defined in the Michigan Freedom of Information Act, P.A. 442 of 1976, as amended (MCL § 15.232).
8. "Reasonable Fee" means a charge calculated to enable Cass County to recover over time only those operating expenses directly related to Cass County's provision of enhanced access.
9. "Software" means a set of statements or instructions that when incorporated in a machine-usable medium is capable of causing a machine or device having information processing capabilities to indicate, perform, or achieve a particular function, task, or result.

Procedure & Principles:

1. Cass County elected offices, departments, divisions, or agencies, or other County public body, upon authorization of the Board of Commissioners, may provide enhanced access for inspection, copying, or purchasing of its specified public records that are not confidential or otherwise exempt by law from disclosure.

Procedures & Principles (cont.):

2. The County's FOIA Coordinator is designated the County Enhanced Access Coordinator for purposes of coordinating enhanced access activities under this Policy.

3. Under the conditions provided herein, it is the principle of the County to strive to develop and provide enhanced access whenever its public information and records can be i) made more readily available to the public, ii) protected from unwanted modification, iii) financed, at least in significant part, by users, and iv) kept relatively current and updated.

4. This Policy does not require a County public body to provide enhanced access to any specific public record.

5. This Policy does not limit the inspection and copying of a public record pursuant to the Michigan Freedom of Information Act, P.A. 442 of 1976, as amended (MCL § 15.231, *et seq.).*

6. This Policy does not limit the inspection and copying of vital records, tax records, recorded documents, court records, or other public records prepared or filed under an act or statute specifically authorizing the sale of such records to the public, or where the amount of the fee for providing a copy of the public record is otherwise specifically provided by an act or statute.

7. Individuals elected or appointed to a board or governing body of the County shall not have an ownership interest in, or accept compensation from, a person who sells information that is obtained from a County public record; *provided however* this prohibition does not apply to compensation accepted from a public body.

Fees:

1. It is the intent of the County, through the charging of Reasonable Fees, to have the users of the enhanced access share in the costs of developing, maintaining and upgrading enhanced access technology the County makes available to the public.

2. Except as otherwise provided by statute, the County Enhanced Access Coordinator, in consultation with the County Administrator, and after an opportunity for the affected department, division, or agency to recommend or provide other input concerning fees, shall establish a proposed reasonable fee or fees for each class of public record made available for enhanced access. The proposed fees shall be presented to and approved by the County Board of Commissioners before they shall be effective.

Fees (cont.):

3. Except as otherwise provided by statute or herein, all persons or users of enhanced access shall be charged the Reasonable Fee approved by the County Board of Commissioners for enhanced access to County public records or information.

4. The County may furnish enhanced access without a charge or at a reduced charge if in the County's determination a waiver or reduction of the fee will not be financially detrimental to the County or the affected department, division, or agency within the County, and it is in the public interest because the enhanced access can be considered as primarily benefitting the general public, including but not limited to: i) information which is critical to public health or safety; or ii) information which is required for non-profit research purposes such as academic or public interest research.

5. Any proposed waiver or fee reductions for enhanced access to public records shall be presented to and approved by the County Board of Commissioners before they shall be effective.

Intergovernmental Sharing of GIS:

1. In accordance with the Enhanced Access to Public Records Act, the County, upon authorization of the County Board of Commissioners, may provide another public body with access to or output from its GIS for the official use of that other public body, without charging its Reasonable Fee to that other public body; *provided however,* the access to or output from the County's GIS is provided in accordance with a written intergovernmental agreement that contains all of the following:

    a. A statement specifying that the public body receiving access to or output from the system without charge is prohibited from providing access to the County's GIS output to a third party unless that public body does both of the following:

        i. Collects from the third party a fee described in subsection 2 herein, or waives that fee in accordance with the written terms of the intergovernmental agreement; and

        ii. Conveys to the County that portion of any fee collected under subsection 2 herein that is directly attributable to the operating expenses of the County in furnishing the GIS output to the third party.

    b. A statement specifying the public purpose for which GIS access or output is being provided.

Intergovernmental Sharing of GIS (cont.):

c. A statement specifying the portion of any fee collected under subsection 2 herein and collected from a third party that the receiving public body shall convey to the County.

2. It is the policy of the County to enter into intergovernmental agreements for the sharing of GIS information with other public bodies; *provided however* that such sharing is accomplished without financial detriment to the County.

3. Unless third party fees are otherwise waived in writing, any intergovernmental agreement entered by the County under this Section shall expressly provide provisions granting the receiving public body approval to collect a Reasonable Fee from a third party to whom the receiving public body provides access to or output from the County's GIS, that includes both of the following:

   a. An amount that enables the County to recover over time its operating expenses directly related to providing the County's GIS access or output to a third party; and

   b. An amount that enables the receiving public body to recover over time its operating expenses directly related to providing the County's GIS access or output to a third party.

Disclaimer

1. Recipients of records or information through enhanced access as provided under this Policy receive such records or information solely "AS IS." The County, its officers, officials, employees, agents, volunteers, contractors or its public bodies, make no warranties of any kind, including, but not limited to, warranties of accuracy, fitness for a particular purpose, or of a recipient's rights of use.

2. Unless authorized by a resolution of the Board of Commissioners, no other officer, official, employee, agent, volunteer, contractor or other person or public body may make any representation or warranty concerning records or information obtained through enhanced access on behalf of the County, or one of its public bodies.

ADOPTED: June 18, 2026

M-100-26

Cass County, Michigan
WWW.CASSCOUNTYMI.ORG
120 N. Broadway · Cassopolis MI 49031

DATA TRANSMISSION RESTRICTION AGREEMENT

USER: _____

ADDRESS: _____

TELEPHONE: _____

As a duly authorized representative of the User so identified above, I, _
understand and agree that the data files I have requested on behalf of the user so identified above, shall be used solely for the following purpose(s):

-For in-house use -AND/OR-
-Adding value to or updating existing proprietary databases that are then resold

And that use is restricted to that purpose. It is further agreed that any geographic digital data or digital database file provided by Cass County shall not be utilized, dispersed, or otherwise transferred to any other individual, corporation, organization, or agency, for any other purpose whatsoever without the express written permission of the Cass County Board of Commissioners.

The digital data/digital database files being provided are:

Certification

By so signing the signatory(s) affirm that they are a duly authorized agent of the respective user(s). The principal signatories responsible for this working agreement are:

_____ Date: _____

User's Authorized Agent Signature

_____ Date: _____

Cass County Authorized Agent