

TUSCOLA COUNTY BOARD OF COMMISSIONERS

GIS DATA POLICY COUNTY/TOWNSHIP/CITY

This agreement is between the County of Tuscola, hereinafter referred to as County, and the applying Township/City hereinafter referred to as User, and is intended to set forth the conditions of User's access to County's "Geographic Information System ", hereinafter refer to as GIS data.

1. County grants User access to its GIS data only for User's use in a User's day to day administration. County's compiled GIS data is proprietary to County, notwithstanding that portions of the GIS data that may be available from other nonproprietary sources. User agrees that it will not sell, distribute or transfer County's compiled GIS Data, or portions thereof, to another, without the express permission of the County through the authority of its Board of Commissioners. User acknowledges that County has expended substantial sums to compile the GIS data. This Agreement extends broadly to digital/computer files containing such GIS information. If the User allows the GIS data to be available to others outside the limitations of this Agreement, User will be equally responsible to pay for such data at rates as established from time to time by the Board of Commissioners. Compiled GIS data is not obtainable by FOIA request.
2. User acknowledges that the County does not provide any warranties or assurances as to the accuracy or the completeness of the GIS data or files and use of this information is that User's sole risk. User should verify the accuracy of any data.
3. The following persons (by name or title) described below (under Authorized Agent) may obtain County's GIS data on behalf of User. If a copy of the County's GIS data is supplied to User, User will only allow access by the named persons. The persons who are authorized may be modified by a written submission to the County.
4. County may terminate this Agreement and Users' access to its GIS data after following its' GIS Data Policy's Conflict Resolution, see attached, whereupon User will forthwith return all GIS data to County and remove any copies which the User may have from Users' information systems including up to, however not limited to, termination of username and password for online WebMap and Land Records Portal.

Agreement

Please fill out the following form to show that you have fully read, understand, and accept the terms and conditions as stated above.