



**City of Greenville, NC
GIS Data Distribution Agreement**

Document No
1044454

I, _____, am an authorized representative for _____, hereinafter referred to as the REQUESTOR. I have the authority to agree to the conditions contained in this Agreement for and on behalf of the REQUESTOR. The REQUESTOR and I agree to the following as a condition to being furnished Geographic Information Systems (GIS) data from the City of Greenville, North Carolina:

1. The REQUESTOR and I will not sell or otherwise use for trade or commercial purposes, the GIS data furnished by the City of Greenville. In accordance with the provisions of North Carolina General Statute 132-10, the following sales or uses of the GIS data furnished by the City of Greenville will not be considered as a sale or use for trade or commercial purposes:
 - (a) Publication or broadcast by the news media, real estate associations, or Multiple Listing Services operated by real estate trade association;
 - (b) Use without resale by a licensed professional in the course of practicing the professional's profession; and
 - (c) Resale at cost by a real estate trade association or Multiple Listing Services operated by a real estate trade association.
2. The REQUESTOR and I understand the GIS data is maintained and furnished by City of Greenville staff and management as general information for Greenville citizens, businesses, organizations, visitors, and governmental agencies. Further, the REQUESTOR and I understand the GIS data may contain information collected from and references to other sources, but such references should not be considered as an endorsement of or recommendation by the City of Greenville, or by any other person or entity.
3. The REQUESTOR and I understand that the City of Greenville makes no warranties, guarantees or representations as to the accuracy of its GIS data, and assumes no liability or responsibility for any errors or omissions in its content. The REQUESTOR and I understand that independent verification of all information derived from the GIS data is strongly recommended. Further, the REQUESTOR and I understand that under no circumstances will the City of Greenville be held liable to any party who relies on information derived from the GIS data, and anyone relying on the GIS data does so at his own risk.
4. The REQUESTOR and I understand that the distribution of the GIS data by the City of Greenville does not create any right or benefit, substantive or procedural, enforceable at law or equity, by any person against the City of Greenville, its agencies, its officers, its employees, or any other person.

REQUESTOR: (print name) _____

Authorized Representative: (print name) _____

Signature of Authorized Representative: _____ Date: _____



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North Carolina General Statute

132-10. Qualified Exceptions for Geographical Information Systems.

Geographical information systems databases and data files developed and operated by counties and cities are public records within the meaning of this Chapter. The county or city shall provide public access to such systems by public access terminals or other output devices. Upon request, the county or city shall furnish copies, in documentary or electronic form, to anyone requesting them at reasonable cost. As a condition of furnishing an electronic copy, whether on magnetic tape, magnetic disk, compact disk or photo-optical device, a county or city may require that the person obtaining the copy agree in writing that the copy will not be resold or otherwise used for trade or commercial purposes. For purposes of this section, publication or broadcast by the news media, real estate trade associations, or Multiple Listing Services operated by real estate trade associations shall not constitute a resale or use of the data for trade or commercial purposes and use of information without resale by a licensed professional in the course of practicing the professional's profession shall not constitute use for a commercial purpose. For purposes of this section, resale at cost by a real estate trade association or Multiple Listing Services operated by a real estate trade association shall not constitute a resale or use of the data for trade or commercial purposes.

**City of Greenville
GIS Data Distribution Policy & Agreement**

The purpose of the GIS Data Distribution Agreement is to provide fair and consistent access to the City of Greenville GIS data within the spirit of public service and North Carolina General Statute 132-10. This agreement addresses the use of City GIS data provided to individuals, private companies/corporations, not-for-profit agencies and government organizations when the GIS data is not to be resold or used for trade or commercial purposes as defined by N.C.G.S 132-10. By signing the GIS Data Distribution Agreement, the Requestor agrees not to resell or use the data for trade or commercial purposes as defined in N.C.G.S. 132-10.

Data Specifications

The City's standard geospatial coordinate system is North Carolina State Plane, North American Datum 1983 (NAD83). Horizontal units are measured in feet. Digital GIS data is available in an ArcGIS shapefile, while image data is available in MrSID or TIF format.

Custom GIS Data & Analysis

The City of Greenville does not currently provide customized GIS data sets or analysis.

Media Distribution

The City of Greenville will ship all digital data orders on CD-ROM at regular US Postal Service rates. If necessary, data will be compressed using a freely available compression utility, such as PK Zip or Win Zip. If compressed, the REQUESTOR will also need a similar decompression utility to extract the data.



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Liability

The City of Greenville shall not be held liable for any errors in the data provided. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which the data have been compiled must be consulted for verification of the information contained in this data. Information regarding the location of primary resources can be provided upon request.

GIS Data Request Procedure & Payment

Payment

All costs represent a reasonable charge for GIS data distribution purposes only and do not cover future data updates. Reasonable costs include staff and computer time, materials, and shipping. The REQUESTOR shall pay the fee to the City of Greenville in advance. Checks shall be made payable to the “City of Greenville”.

GIS Data Request: Follow this procedure to acquire data sets:

1. Review the City of Greenville’s GIS Data Index to identify the data you need.
2. Develop a written request which includes:
 - The GIS data set name(s)
 - Payment in the amount of \$100 per layer
 - Completed GIS Data Distribution Agreement
 - Include delivery and contact information as necessary to get the data to you

3. Submit the request to:

Natalie C Walton
City of Greenville
IT Department
P.O. Box 7207
Greenville, NC 27858

Phone Number: 252.329.4108

Fax Number: 252.329.4125

4. Requests received via email or fax, will be filled by the City of Greenville staff upon receipt of the written request (including the signed GIS Data Distribution Agreement) and payment. Requests will be completed on a first requested/first delivered basis. Delivery will be made within 1 to 3 weeks.



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Special Considerations

Educational Institutions: The City of Greenville will provide one complete set of CD ROMs containing its GIS database to the educational institutions' main libraries at no charge. City of Greenville will provide updates on an annual basis in response to further requests.

Cooperative Agreements and Contracts: The City of Greenville distributes its GIS data to local and state agencies at no charge. The City also provides pertinent GIS data at no charge to companies and consultants with whom it contracts for services and products as required by contract and as appropriate.

Restrictions

The City of Greenville acquires some data from other organizations or governments that have usage or distribution restrictions. The City of Greenville abides by all such restrictions and will refer REQUESTORS to the data's source organization in such instances.