

Collier County Property Appraiser's Office
GIS Information Policy
Data Licensing Agreement - Personal Use Agreement

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For the purposes of this license agreement hereinafter "License":

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TERM

The Right to Use License granted by this License shall commence upon the Licensee’s receipt of the Data and shall continue until such time that:

- A. Licensee elects to cease use of the Data and terminates this License, at which time the Licensee must remove and return all copies of the Data to CCPA; or
- A. CCPA terminates the License for a breach or threatened breach by Licensee. The parties hereby expressly agree that all provisions of this License that protect the rights of CCPA shall remain in full force and effect irrespective of breach or other termination.

WAIVER

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ENTIRE AGREEMENT/SEVERABILITY

The parties agree that this License, together with its riders, represent the sole and entire agreement of the parties relative to the Data and supercedes any other agreements, understandings, and arrangements of the parties. If any provisions of this License shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the remaining provisions shall remain in full force and effect.

GOVERNING LAW

This License, together with any Riders, is entered into in Collier County Florida. In addition, this License, together with any Riders, will be governed by the laws of the State of Florida, without reference to conflicts of law principles. The parties submit to personal jurisdiction in Collier County, Florida, and hereby waive the right to a change of venue.

Collier County Property Appraiser's Office GIS Information Policy Data Licensing Agreement - Intergovernmental Rider

DEFINITIONS

For the purposes of this Intergovernmental Rider (hereinafter "Rider"):

- A. An "Intergovernmental" organization is a governmental body or other public or quasi-public entity recognized as such under Florida Law.
- A. The term "Open Records Laws" refers to Chapter 119 of the Florida Statutes.
- B. "Data" means all information, graphic, database, text, annotation, documentation and materials, regardless of the form or format in which it is maintained, in which CCPA has authorship or other ownership interest.
- C. A "Licensee" is a requester or recipient of Data, regardless of the source from which the Data is received. A Licensee may be an individual or an organization. Notwithstanding, a Licensee may only be a single individual or legal entity such as a corporation or partnership but not a group of entities, such as an affiliation or joint venture.

INTRODUCTION

This agreement is a Rider to the *Collier County Property Appraiser's Office, GIS Information Policy Data Licensing Agreement – Personal Use Agreement* (hereinafter “License”). Except where provided herein, all terms and conditions of the License govern and control the relationship between Collier County Property Appraiser's Office, (hereinafter “CCPA”) and the Licensee relative to the Data. The purpose of this Rider is to foster intergovernmental relations and to permit other units of government to use the Data on a non-exclusive, royalty free basis.

PERMITTED USES

In addition to the permitted uses identified in the License, the Intergovernmental Rider Licensee may:

- A. Use, view, alter, modify, analyze or merge the Data for the Licensee's internal purposes.
- A. Transfer both hardcopy and digital versions of the Data to third parties under Open Records requests so long as:
 - A.1 Credit or attribution is given to CCPA and, where appropriate, the custodial agency;
 - A.2 CCPA's copyright ownership interest and notice is displayed;
 - A.3 Notice that use of the Data is limited by the License agreement, including disclaimers with CCPA; and

CONDITION PRECEDENT

In consideration of the additional rights afforded by this Intergovernmental Rider, the Licensee agrees to negotiate and execute an Inter-Local Cooperative Agreement with CCPA.

AFFIRMATION

The undersigned Licensee affirms and warrants that it qualifies as a Intergovernmental entity and that it will observe the terms of this Rider. In addition, the Licensee agrees that if its status as a Intergovernmental Entity changes, that it will execute the appropriate License and/or rider and pay fees in accord with that rider. Failure to do so shall be *prima facie* evidence of a breach of this agreement and cause for termination of the License and this Rider.

Personal Use License Agreement/Intergovernmental Rider

	Licensee	Board of Collier County Commissioners 3301 Tamiami Trail E. Naples, FL 34112
By:		
Title:	James D. Carter, Ph.D., Chairman	
Date:		
By:		
Title:	David Weigel, County Attorney	