



If you are a consultant or contractor doing work for Collier County BCC, then the Property Appraiser GIS data, which includes aerial imagery and parcels, can be made available to you. To request Collier County Appraiser Data, please fill out the data request form and review the requirements for data usage as set forth in the attached *Collier County Property Appraiser's Office GIS Information Policy Data Licensing Agreement - Personal Use Agreement*.

Fax completed form to the Collier County GIS Department:

Andrew Brown, 239-530-6306

or

Jay Kim, 239-530-6323



**Notification of
Request for Collier County Property Appraiser Data**

The Information Technology Department of the County Manager Agency for the Collier County Board of County Commissioners has received a request for Collier County Property Appraiser geographic information systems (GIS) data under Open Records requests or by a third party providing contracted services to Collier County. The Information Technology Department is providing the data to the third party, named below, under the guidelines set for in the *Collier County Property Appraiser's Office, GIS Information Policy Data Licensing Agreement – Intergovernmental Rider*.

Name of Contractor: _____

Contact Name: _____

Contact Phone Number: _____

Address: _____

County Project Number: _____

County Project Name: _____

Requested Data & Media Format: _____

Data Request:

- Parcels with Ownership Data
- Aerial Imagery, 6-inch Resolution (2005 Urban Area)
- Aerial Imagery, 2-foot Resolution (2005 County-Wide)
- Planimetrics (2004)

Please fill out this form and return it the Information Technology Department, GIS Section. This document is required to notify the Collier County Property Appraiser that a request for their GIS data has been received and being fulfilled per the *Collier County Property Appraiser's Office, GIS Information Policy Data Licensing Agreement – Intergovernmental Rider*.

For additional information from the Collier County Property Appraiser, please contact:

Ms. Vickie Downs, Director of Records, Collier County Property Appraiser
3285 Tamiami Trl. E., Naples, FL 34112-5758

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

RESERVATION OF OWNERSHIP

All Collier County Property Appraiser's Office, (hereinafter "CCPA") geographic databases (hereinafter "Data"), whether in hard copy or digital form, are copyrighted, original works. CCPA reserves all right of authorship and ownership under United States and international copyright laws in these Data. Any use beyond those described herein, may be a violation of this copyright. For additional uses, a separate rider must be executed.

DEFINITIONS

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

- A. The "Collier County Property Appraiser's Office GIS Information Policy" refers to the GIS INFORMATION AND USE POLICY implemented by the Collier County Property Appraiser's Office on October 1, 2001.
- A. "Data" means all information, graphic, database, text, annotation, documentation and materials regardless of the form or format in that it is maintained, in which CCPA has authorship or other ownership interest.
- B. A "Custodial Agency" is that entity that is sanctioned or mandated to act as official repository of the Data.
- C. A "Right to Use License" means that the Licensee does not take ownership of the Data, but is permitted to make use of the Data subject to the limitations described by this license.
- D. 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.
- E. Static display means that the Data is in hardcopy form or, if in electronic form, in an image format (e.g., BMP, JPEG, or GIF).

GRANT OF LICENSE

In consideration of receipt of Data by the Licensee and other value by CCPA, CCPA is willing to grant a non-exclusive, personal, nontransferable "right to use license" to the requester (hereinafter "Licensee") but only on the condition that the Licensee accept all the terms and conditions of this license. In the event that the Licensee does not agree to these terms, all Data shall be returned immediately to CCPA. All rights not specifically granted by this license are reserved to CCPA.

PERMITTED USES

The licensed data may be used by the Licensee for its sole and exclusive, internal use and not by or for the benefit of any other person or entity, including affiliates or other related groups. In pursuit of this license, the Licensee may:

- A. Install the Data onto permanent, electronic storage devices owned, leased or otherwise controlled by the Licensee. This installation may include one copy, which may be held offsite or outside the immediate control of the Licensee but only for backup or archive purposes.
- A. Display Data for internal purposes so long as:
 - A.1 The Data or its images are in the form of a static display;
 - A.2 The display or images are not conveyed in any manner;
 - A.3 Credit or attribution is given to CCPA and, where appropriate, the custodial agency;
 - A.4 CCPA's copyright ownership interest and notice are displayed; and
 - A.5 Notice that use of the Data is limited by this License agreement, including disclaimers with CCPA.
- B. The Licensee may use, view, alter, modify, analyze or merge the Data for Licensee's own internal purposes, so long as the Data continues to be subject to this License agreement.
- C. In addition to this License, there are three other licensing arrangements which, depending on the Licensee's use, may extend permitted uses. These licensing arrangements must be entered into separately as riders to this License. These riders include the Intergovernmental, Commercial Use, and the Publisher Riders. For more information regarding these riders contact the Collier County Property Appraiser's Office GIS Service Bureau, Department of Information System Services.

PROHIBITED USES

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- A. Obscure or remove CCPA's copyright notices, County or custodial attribution or credit notices, license summaries, liability or disclaimers, or other notices necessary to effectuate and perfect CCPA's interest

WARRANTIES

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CCPA’s entire liability and the Licensee’s sole and exclusive remedy shall be termination of this License, whereupon the Licensee shall remove all digital versions of the Data from all permanent electronic storage devices, including back-ups and archive copies, from all computers owned, leased or otherwise controlled by the Licensee.

REMEDIES

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- A. Licensee. In the event of a breach or threatened breach of any of the provisions of this License by the Licensee, its agents or employees, CCPA shall be entitled to preliminary and permanent injunctive relief to enforce the provisions herein. Notwithstanding, nothing shall preclude CCPA from pursuing any action or other remedy, including money damages and attorneys fees, for any breach or threatened breach of this License, all of which will be cumulative.

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

Failure or delay of CCPA to enforce any right or remedy under this License shall not be construed as an implied waiver, or other waiver of any rights or remedies hereunder in the future.

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	