

ORDINANCE 2001 - 19



AN ORDINANCE TO DEVELOP AND SUPPORT A COMBINED COUNTY AND CONSTITUTIONAL OFFICER GIS INFORMATION POLICY, TO PRESERVE DATA INTEGRITY, LIMIT NASSAU COUNTY'S LIABILITY, MINIMIZE THE COST OF CREATION, MAINTENANCE, USE, AND DISSEMINATION OF GIS DATA AND TECHNOLOGY, MAXIMIZE GIS DATA USE THROUGH THE ESTABLISHMENT OF MECHANISMS FOR DISSEMINATION OF GEOGRAPHIC AND RELATED INFORMATION DEVELOPED AND MAINTAINED BY NASSAU COUNTY IN ACCORDANCE WITH THE STATE OF FLORIDA'S PUBLIC RECORDS LAWS, PROVIDE THE MECHANISM FOR THE COPYRIGHT AND LICENSING OF GEOGRAPHIC AND RELATED INFORMATION, AND TO MAXIMIZE THE RETURNS TO THE PUBLIC INVESTMENT IN GIS TECHNOLOGY AND DATA, BY LEVERAGING THE BENEFITS OF TECHNOLOGY AND DATA THROUGH COST RECOVERY MECHANISMS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nassau County has created a GIS Information System; and

WHEREAS, in order to preserve the data integrity; limit Nassau County's liability; minimize the cost of creation, maintenance, use, and dissemination of GIS data and technology; maximize GIS data use through the establishment of mechanisms for dissemination of geographic and related information developed and maintained by Nassau County in accordance with the State of Florida's Public Records Laws; and maximize the returns to the public investment in GIS technology and data, by leveraging the benefits of the technology and data and through cost recovery mechanisms; and

*Rescinded by Ord
2001-19
1-27-03*

WHEREAS, Nassau County has found it is in the best interest of the citizens of the County to provide the mechanisms for the copyright and licensing of geographic and related information pursuant to Florida Statutes, Chapter 119 and United States Code, Title 17, Copyrights.

NOW, THEREFORE, BE IT ORDAINED this 21st day of May, 2001, by the Board of County Commissioners of Nassau County, Florida, as follows:

1. **Authority:** Nassau County has found it is in the best interest of the citizens of the County to provide the mechanisms for the copyright and licensing of geographic and related information pursuant to Florida Statutes, Chapter 119 and United States Code, Title 17, Copyrights.

2. **Definitions:**

a. **County:** "County" shall mean all Board of County Commissioners of Nassau County, Florida, departments, divisions, and agencies.

b. **Constitutional Officer:** Being in accordance with or authorized by the Constitution of the State of Florida or its legislative body.

c. **Cooperator:** A Cooperator is a unit of government or Constitutional Office that has entered into an inter-local agreement with the County.

d. Custodian/Custodial Agency: The Custodian of information or the Custodial Agency is the agency that has the primary responsibility and sanction, by Statute or otherwise, of developing, maintaining, managing, and distributing that information.

e. Extensive Use: Extensive Use means the nature or volume of a request that requires additional use of personnel or information technology beyond those maintained in a standard form as defined by Florida Statutes, Section 119.07(1)(b).

f. Form: Form means the way information is maintained, including media, format, library structure, arrangement, groupings or tiles of information.

g. Format: Format refers to the software format in which data are developed and maintained by its respective Custodial Agency.

h. GIS Information Policy: Nassau County's GIS Information Policy as adopted by Resolution of the Board of County Commissioners.

i. GIS: A Geographic Information System (GIS) is a system of hardware, software, data, people, organizations, and institutional arrangements for collecting, storing, analyzing, and disseminating information of and about places on the earth.

j. GIS Data: For the purposes of this Ordinance, GIS Data means all data, regardless of form or format, that comprises the County GIS Operational Data Model and other spatially referenced graphic and attribute data maintained by County agencies that is locational, integrative, and analytical.

k. Media: Media refers to the physical means of the storage of information. Media could be any or all of hardcopy maps, digital files on disk, tape, or CDROMS, or digital files delivered on-line over the Internet, Intranet, or remote access.

l. Official Records: An Official Record is the authoritative or legally sanctioned version of a particular record (i.e. - a plat stamped by the Clerk of the Court or Certified Tax Roll by the Property Appraiser's Office, etc.)

m. Public Records Laws: Public Records Laws are laws governing access to governmental records, information, and data. Florida Statutes, Chapter 119, defines and governs Public Records Laws.

n. Public Records: Pursuant to Florida Statutes, Section 119.001(1), Public Records are all documents and maps, regardless of physical form, in

accordance with law or ordinance or in connection with transaction of official business by any agency.

o. Value Added Products: Valued Added Products are tangible data and reports that make the data (outside of the standard form in which data is maintained or published by the Custodian) more useful to the requester. Value Added Products include GIS data for which the Agency is not Custodian.

p. Value Added Services: Value Added Services are services provided coincident with GIS data distribution that customize the data for the requester which is outside of the standard Form in which data is maintained or published. Examples include: selection, arrangement, transformation, custom queries, etc.

3. Policy: The following implements the County's GIS Information Policy and shall apply to all County Commission departments, divisions, and agencies and applicable Constitutional Officer staffs.

a. Access to GIS Public Records:

A. Public Records Compliance: It is the policy of the County to provide access to all public records. Accordingly, all County GIS records, data, and databases, that are not exempt, shall be provided to all requesters at the cost of reproduction in

accordance with Florida Statutes, Chapter 199, and other statutory exceptions.

B. Delivery Procedures and Mechanisms:

1. Form: GIS data shall be made available in the Format they are held. Conversion to other Formats is optional and is dependent upon the availability of service and facility with the Agency along with the requester's payment of any applicable costs.

2. Official Records: Official Records are available only from the Custodial Agency and shall indicate that it is the Official Record.

3. Media: To the extent that it has the appropriate capabilities, Agencies shall provide information in the media requested, including hard copy and digital versions. This does not apply to online requests, unless that is a customary mechanism for data distribution. Special fees for online Media may be applied.

C. Extensive Use: All County Agencies may invoke the Extensive Use provisions of the Public Records Laws for all records requests, formal or informal, that require more than thirty (30) minutes of staff time to fulfill.

D. Value Added Products and Services: Agencies are required to charge the standard charges

outlined in Appendix "A" when providing Value Added Products and Services. Notwithstanding, Agencies are not required to provide Value Added Products and Services to requesters. Agencies may not provide Value Added Products and Services unless coincident with providing County GIS Data. In the event that an agency elects not to provide Value Added Products and Services, the request may be referred to the GIS Service Bureau. Any algorithms, scripts, or macros developed as part of the process of providing Value Added Products and Services shall remain the intellectual property of the County and shall not be sold, gifted, or otherwise conveyed without the approval of the GIS Policy Advisory Committee (GIS-PAC).

E. Fees and Costs: Rates for Value Added Services shall be standard across all County agencies, including the GIS Service Bureau in accord with the current published rate as maintained by the GIS Service Bureau, a copy of which is attached hereto as Appendix "A". Costs assessed shall be based on actual expenses incurred, taking into consideration personnel, overhead, depreciation, rent, computer time, and materials. For requesters outside of County Agencies and its Cooperators, fees for making subsequent use of existing algorithms, scripts, or macros developed as part of the process of providing Value Added

Products and Services shall be based on the original time and materials required to create these processes.

F. Process: In processing Public Records requests and/or associated Value Added Products and Services, Agencies shall observe the following procedures:

(1) Availability: Agencies shall maintain for public inspection a catalog of available GIS data and pricing for standard products and services. This catalog shall also provide information on GIS data held by other Agencies, including Custodial Agencies.

(2) Documentation: It is requested, but not required that all Public Records requests be made in writing. Product and service requests, whether formal or informal for all County GIS records, data, and databases shall be made in writing, identifying the requester and the information requested. At a minimum, the content of this request documentation shall include that provided by the form in Appendix "B", which is incorporated herein by reference. The agency shall maintain an electronic database of all requests for records. The agency shall use a standard request form as identified in Appendix "B". Agencies shall forward a copy of this database on a quarterly basis to the GIS Service Bureau.

(3) Estimates: If asked for, Agencies shall provide an estimate of fees and costs associated with a particular request. Notwithstanding, fees and costs will be charged as actually incurred. Requesters shall be given notice of this as part of the estimate.

(4) Payment: Agencies shall not proceed to provide records or services until the requester provides proof of payment of at least the amount of the estimate for fees and costs. Product and services shall not be delivered until all fees and costs have been paid. Payment and processing of fees and costs shall be done through the Agency.

b. **GIS Service Bureau:**

A. Services: The GIS Service Bureau ("Bureau") will serve as a central point for the dissemination of data and services, maintaining a catalog of the latest available data layers and prices. The Bureau shall provide services to County Agencies and others on an "as available" basis. County Agencies may refer requesters to the Bureau for product and services that they are unable to provide. The Bureau shall not engage in competitive bidding or advertising.

B. Fees and Costs:

(1) External: The Bureau shall charge requesters fee and costs for data, product, and services consistent with Section _____ above.

(2) Internal: Fees and costs for County Agencies and Cooperators shall be charged on the standard Information System Services Department Cost Recovery schedule.

C. Privacy: All County agencies shall protect private and confidential information, as defined by Statute, Administrative Code, ordinance, or other legal authority. In these circumstances, the Agency shall not release private and confidential information, except as provided by law. Custodial Agencies shall have the responsibility of removing, obliterating, or otherwise expunging private and confidential information prior to release to the public or to any other County agency.

D. Disclaimers of Liability: All GIS Data, regardless of the form in which it is maintained or distributed, shall rear a disclaimer notice. At a minimum, this disclaimer shall include the language provided in Appendix "C".

E. Copyright and Licensing:

1. Copyright: The County and its Agencies assert copyright ownership in the expression of their maps

and underlying data in any format. To preserve Copyright ownership, all Agencies shall affix notice of copy right to all GIS data and products. In the case of hard copy maps, notice shall be placed on all map products. In the case of digital information, notice shall be placed on all media and in a digital "readme" file. At a minimum, the copyright notice shall include the following language:

Copyright (or the Symbol ©) Nassau County,
Florida, 20___), All Rights Reserved - Subject to
a License Agreement.

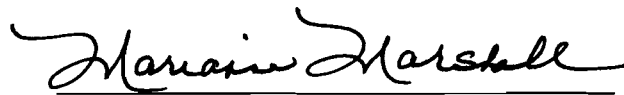
2. Licensing: All GIS data and products shall be distributed subject to and with a copy of a License. There is a Personal Use License, with three (3) riders, and a Commercial, Publication, and Intergovernmental, a copy of which is attached as Appendix "D". Terms of these licensing agreements are not negotiable, except where otherwise provided. All terms and conditions of these licenses must be met prior to release of the information.

3. Warranties: No representation or warranties, implied or express, shall be made by Agencies in regard to any public data. Agencies shall provide only

standard data documentation or metadata to describe public records.

4. Effective Date: This Ordinance shall become effective upon its being filed in the Office of the Secretary of State.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

h/anne/ords/911-copyright

APPENDIX "A"

FEE FOR SERVICE SCHEDULE

PUBLIC RECORDS REQUESTS	VALUE ADDED SERVICES	PRODUCT PRICING METHODOLOGY
Cost of Reproduction Subject to Extensive Use Provisions Standard Format used by County: DGN - Engineering & PZB FGB - Property Appraiser Reference PPM CW-F-002	\$65.00 per hour - ¼ hour increments Optional to Agency	Based on Agency Applicability Labor/Materials/Overhead <u>Use all that apply:</u> Server & One (1) Workstation Hardware and Software 20% Maintenance (server /workstation/plotter) Administration BCC Indirect Costs ISS Costs Output Device Ink Output (Paper/CD/Diskette, etc.)

Notes:

Data will be provided with a copy of the Personal Use License Agreement (at a minimum).

Data will include disclaimers as outlined in County-wide PPM CW-R-007.

Saving processes (i.e. - scripts/macros) will be at the discretion of the County.

If saved per client's request - 10% cost of original job with a \$50.00 minimum - saved for one (1) year.

Client who originally requests and pays for a Value Added Service will be offered a 75% discount on Value Added Service for an exact duplication of the original request, provided that the program was deemed necessary to be retained by the County. Other clients requesting the exact same service will pay the original value the first time and will receive a 75% discount of the Value Added Service for additional requests for an exact duplication of the original request.

Government agencies will be charged for Value Added Services at which time the resulting product would be subject to Public Records requests to be maintained by the requesting agency.



APPENDIX "B"

DATA REQUEST FORM

APPENDIX "C"

DISCLAIMER OF LIABILITY

The data is provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. The burden for determining accuracy, completeness, timeliness, merchantability, and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update.

APPENDIX "D"

LICENSE AGREEMENT ROYALTY FEE SCHEDULE

<u>SPECIAL REQUESTS</u>	<u>COMMERCIAL STANDARD PRODUCT</u>	<u>PERSONAL USE STANDARD PRODUCT</u>
*1 and 2 foot Orthophotos \$50.00 per section	2-foot Orthophotos Current Tax Roll	4-foot Orthophotos
Parcel Vectors/Data \$40.00 per Section	Vectors/Data Street Centerlines \$1,200.00 per Township	Parcel Representation/Data (image) Street Centerlines
Both Orthophotos and Vectors/data \$1,200.00 per Township	\$5,000 for five (5) Townships \$20,000.00 for Entire County	Viewer Cost of Reproduction
An additional charge of \$10.00 per CD will be added		

Publication License

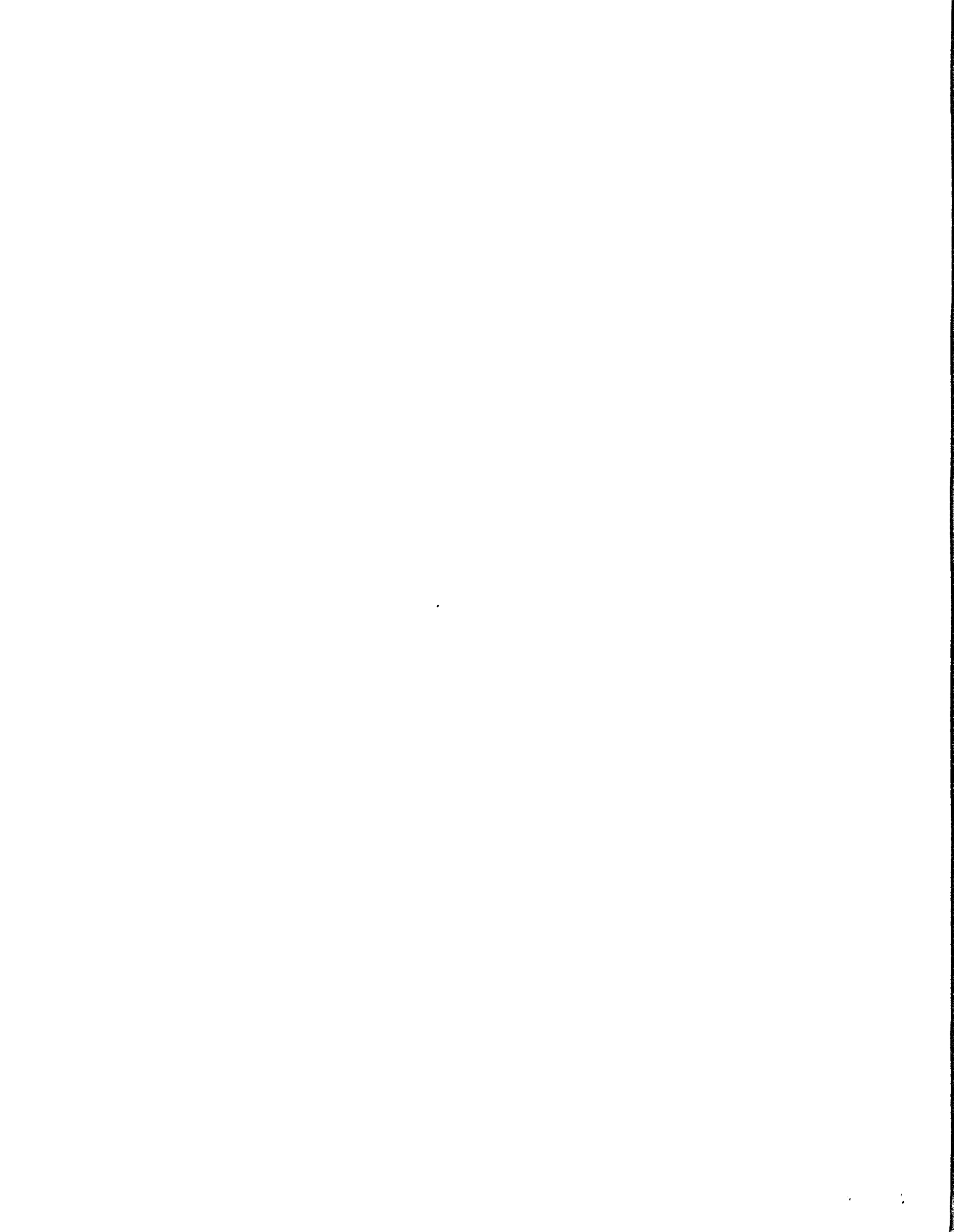
Will be negotiated on a case-by-case basis, dependent upon use. Will be a percentage of gross revenue plus Commercial License fees if applicable.

Notes:

- 1) Licenses exist in perpetuity and data can be maintained in its most current published form at the discretion of the user. Forty percent (40%) Annual Maintenance of the current royalty fee will be charged. Maintenance fees that are charged have to be brought up-to-date or new data purchased.

- 2) The Cost of Reproduction for the Personal Use Standard Product is yet to be determined.
- 3) Prices are subject to change.
- 4) Copyright, disclaimers, and license agreements will be published on standard products.

*Most urban areas are 1-foot Orthophotos, rural areas are 2-foot Orthophotos.



NASSAU COUNTY, FLORIDA, GIS INFORMATION POLICY
DATA LICENSING AGREEMENT - PERSONAL USE AGREEMENT

RESERVATION OF OWNERSHIP

All Nassau County, Florida, hereinafter referred to as "County", geographic databases, hereinafter referred to as "Data"), whether in hard copy or digital form, are copyrighted, original works. The County 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 "Nassau County, Florida, GIS Information Policy refers to Resolution No. 2001-____, adopted by the Board of County Commissioners on _____, 2001.
- B. "Data" means all information, graphic, database, text, annotation, documentation, and materials regardless of the form or format in that it is maintained, in which the County has authorship or other ownership interest.
- C. A "Custodial Agency" is that entity that is sanctioned or mandated to act as official repository of the Data.
- D. 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.
- E. 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.

- F. Static display means that the Data is in hardcopy form or, if in electronic form, in an image format (i.e. - BMP, JPEG, or GIF).

GRANT OF LICENSE

In consideration of receipt of Data by the Licensee and other value by the County, the County is willing to grant a non-exclusive, personal, non-transferable "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 the County. All rights not specifically granted by this License are reserved to the County.

PERMITTED USES

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, may use the licensed Data. 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.
- B. Display Data for internal purposes so long as:
- a. The Data or its images are in the form of a static display;
 - b. The display or images are not conveyed in any manner;
 - c. Credit or attribution is given to the County, and, where appropriate, the custodial agency;
 - d. The County's copyright ownership interest and notice are displayed; and

- e. Notice that use of the Data is limited by this License Agreement, including disclaimers with the County.
- C. 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.
- D. In addition to this License, there are three (30 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 Nassau County GIS Service Bureau, Department of Information System Services.

PROHIBITED USES

The Licensee may not:

- A. Sell, copy, gift, lease, sublicense, lend, assign, provide access to or otherwise transfer the Data, in whole or in part, in digital or hard copy form, to any other party without the express, written consent of the County.
- B. Obscure or remove the County's copyright notices, County or custodial attribution or credit notices, license summaries, liability or disclaimers, or other notices necessary to effectuate and perfect the County's interest.

WARRANTIES

The Data is provided to the Licensee "as is" without warranty or any representation of accuracy, timeliness, or completeness. The burden for determining accuracy, completeness, timeliness, merchantability, and fitness for or the appropriateness for use rest solely on the Licensee. The County makes no warranties, express or implied, as to the use of the licensed Data. There are not implied warranties of merchantability or fitness for a particular purpose. The Licensee acknowledges and accepts the limitations of the Data, including the fact that the Data

is dynamic and is in a constant state of maintenance, correction, and update.

LIABILITIES

The County'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 backups and archive copies, from all computers owned, leased, or otherwise controlled by the Licensee.

REMEDIES

- A. County: Damages, for which the Licensee may be entitled, if any shall be limited to any fees or charges Licensee paid the County for the Data. The County shall not in any event be liable to the Licensee or third parties for any direct, indirect, special, incidental, exemplary, consequential, or punitive damages arising out of this License or use of the Data, however caused or under any theory of liability. Prohibited damages include, but are not limited to, lost profits, lost sales, business expenditures, and loss of goodwill.
- B. 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, the County shall be entitled to preliminary and permanent injunctive relief to enforce the provisions herein. Notwithstanding, nothing shall preclude the County 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 the County; or

B. The County 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 the County shall remain in full force and effect irrespective of breach or termination.

WAIVER

Failure or delay of the County 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 Nassau 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 the Fourth Judicial Circuit, In and For Nassau County, Florida, and hereby waive the right to a change of venue.

NASSAU COUNTY, FLORIDA, GIS INFORMATION POLICY

DATA LICENSING AGREEMENT - COMMERCIAL USE RIDER

DEFINITIONS

For the purposes of this Commercial Use Rider (hereinafter referred to as "Rider"):

- 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 the County has authorship or other ownership interest.
- B. 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.
- C. A "Transactional Basis" means event, processes, or the exchange of value from goods and services occurring one at a time. A "Non-Transactional Basis" refers to event, processes, or exchanges that occur in multiples, such as the publication and sale of a book, which involves many transactions.
- D. "Commercial Use" means the application of Data, whether for profit or non-profit purposes, as part of other services or work undertaken by the Licensee, which incidentally may involve display or limited transfer of the Data on a Transactional Basis. Examples include: display, production, analysis, or query for third parties or other external purposes. Commercial Use does not mean publication, reproduction, and transfer of the Data, in whole or in part, on a wholesale, retail, or other non-transactional basis.

INTRODUCTION

This Agreement is a Rider to the Nassau County, Florida, 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 Nassau County, Florida, (hereinafter "County"), and the Licensee relative to the Data. The purpose of this Rider is to permit Commercial Uses of the Data on non-exclusive periodic, royalty fee basis.

PERMITTED USES

In addition to the permitted uses identified in the license, the Commercial Use Rider Licensee may:

- A. Use, view, alter, modify, analyze, or merge the Data for the Licensee's internal and external purposes, including transfer of the Data to third parties on a Transactional Basis, so long as the Data continues to be subject to this Rider and the License. In the event of a transfer, the Licensee must ensure that:
 - a. Credit or attribution is given to the County, and, where appropriate, the custodial agency;
 - b. The County's copyright ownership interest and notice is displayed;
 - c. Notice that use of the Data is limited by the license agreement, including disclaimers with the County; and
 - d. The appropriate royalty fee has been paid.

- B. Display Data for internal or external purposes so long as:
 - a. The Data or its images are in the form of a static display;
 - b. The display or images are transferred only on a Transactional Basis;
 - c. Credit or attribution is given to the County, and, where appropriate, the custodial agency;
 - d. The County's copyright ownership interest and notice is displayed;

- e. Notice that use of the Data is limited by license agreement, including disclaimers with the County; and
- f. The appropriate royalty fee has been paid.

ROYALTY FEES

In consideration of the additional rights afforded by this Commercial Use Rider, the Licensee agrees to pay the County a royalty fee based on the geographic extent of the Data received. In order to receive updates of the Data on at least an annual basis, the Licensee agrees to pay an annual maintenance fee of forty percent (40%) of the current royalty fee. Nothing herein obligates either the County or the Licensee to provide or accept updates, in whole or in part. In the event that no update is received, no annual maintenance fee is due from the Licensee to the County. (See Appendix "D" for the Royalty Fee Schedule).

AFFIRMATION

The undersigned Licensee affirms and warrants that it qualifies as a Commercial User and that it will observe the terms of this Rider. In addition, the Licensee agrees that if its status as a Commercial User changes, that it will execute the appropriate License and/or Rider and pay fees in accordance 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.

LICENSEE

BY: _____

TITLE: _____

DATE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

MARIANNE MARSHALL
Its: Chairman

ATTEST:

J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN

NASSAU COUNTY, FLORIDA, GIS INFORMATION POLICY

DATA LICENSING AGREEMENT - PUBLICATION RIDER

DEFINITIONS

For the purposes of this Publication Rider (hereinafter referred to as "Rider"):

- 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 the County has authorship or other ownership interest.
- B. 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.
- C. A "Transactional Basis" means event, processes, or the exchange of value from goods and services occurring one at a time. A "Non-Transactional Basis" refers to event, processes, or exchanges that occur in multiples, such as the publication and sale of a book, which involves many transactions.
- D. "Publication" means the act of reproduction and dissemination of Data, in whole or in part, on a Non-Transactional Basis. The act of Publication may apply to both profit and non-profit endeavors. Publication includes, but is not limited to, reproduction and dissemination on a multiple copy, wholesale, retail, or other multiple third party distribution basis.

INTRODUCTION

This Agreement is a Rider to the Nassau County, Florida, 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 Nassau County, Florida, (hereinafter "County"), and the Licensee relative to the Data. The purpose of this Rider is to

permit Publication of the Data on non-exclusive, per use, royalty fee basis.

PERMITTED USES

In addition to the permitted uses identified in the license, the Publication Rider Licensee may:

- A. Use, view, alter, modify, analyze, or merge the Data for the Licensee's internal and external purposes, including transfer of the Data to third parties on a Non-Transactional Basis, so long as the Data continues to be subject to this Rider and the License. In the event of a transfer, the Licensee must ensure that:
 - a. Credit or attribution is given to the County, and, where appropriate, the custodial agency;
 - b. The County's copyright ownership interest and notice is displayed;
 - c. Notice that use of the Data is limited by the license agreement, including disclaimers with the County.

- B. Transfer both hardcopy and digital versions of the Data to third parties so long as:
 - a. Credit or attribution is given to the County, and, where appropriate, the custodial agency;
 - b. The County's copyright ownership interest and notice is displayed;
 - c. Notice that use of the Data is limited by the license agreement, including disclaimers with the County; and
 - d. The appropriate Royalty Fee has been paid.

ROYALTY FEES

In consideration of the additional rights afforded by this Publication Rider, the Licensee agrees to pay the County a royalty. Royalty Fee is to be negotiated and included as an integral part of this Rider. Negotiated

agreement will include all specific terms and conditions of publication.

AFFIRMATION

The undersigned Licensee affirms and warrants that it qualifies as a Publication User and that it will observe the terms of this Rider. In addition, the Licensee agrees that if its status as a Publication User changes, that it will execute the appropriate License and/or Rider and pay fees in accordance 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.

LICENSEE

BY: _____

TITLE: _____

DATE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

MARIANNE MARSHALL

Its: Chairman

ATTEST:

J. M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN

NASSAU COUNTY, FLORIDA, 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.
- B. The term "Open Records Laws" refers to chapter 119 of the Florida Statutes.
- E. "Data" means all information, graphic, database, text, annotation, documentation, and materials regardless of the form or format in that it is maintained, in which the County 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 Nassau County, Florida, 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 Nassau County, Florida, (hereinafter "County"), 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.
- B. Transfer both hard copy and digital versions of the Data to third parties under Open Records requests so long as:
 - a. Credit or attribution is given to the County, and where appropriate, the custodial agency;
 - b. The County's copyright ownership interest and notice is displayed;
 - c. Notice that use of the Data is limited by the License agreement, including disclaimers with the County.

CONDITION PRECEDENT

In consideration of the additional rights afforded by this Intergovernmental Rider, a Licensee agrees to negotiate and execute an Interlocal Cooperative Agreement with the County.

AFFIRMATION

The undersigned Licensee affirms and warrants that it qualifies as an Intergovernmental User and that it will observe the terms of this Rider. In addition, the Licensee agrees that if its status as an Intergovernmental User changes, that it will execute the appropriate License and/or Rider and pay fees in accordance 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.

LICENSEE

BY: _____

TITLE: _____

DATE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

MARIANNE MARSHALL
Its: Chairman

ATTEST:

J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN