CITY OF WILLARD, MISSOURI RESOLUTION NO: 25-15

A RESOLUTION OF THE BOARD OF ALDRMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GREENE COUNTY FOR THE USE OF GIS INFORMATION

WHEREAS, the city is in need of updating its GIS system and,

WHEREAS, Greene County has been willing and able to help with this process and,

WHEREAS, Greene County needs a licensing agreement for the GIS data.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AS FOLLOWS:

Recognizes the need for the Mayor to enter into an the agreement with Greene County for GIS data use.

Dated: This the **24th day of February 2025** by the Board of Aldermen of the City of Willard, Missouri.

Mayor Troy Smith

Attested by Rebecca Hansen, City Clerk



Greene County Assessor's Office Greene County, Missouri GIS Data Limited License Agreement

Greene County Assessor GIS Data Agreement with the City of Willard, Missouri

This Agreement is entered into by the City of Willard, Missouri (hereinafter referred to as the "Requestor") and the Greene County Assessor (hereinafter referred to as the "County") for the provision of certain data or information, including but not limited to geographic information system (GIS) data, application statistical data, and transaction data (collectively referred to as the "Data"). The Requestor hereby acknowledges and agrees to the following terms and conditions:

1. Data Limitations:

The Data provided by the County has been developed exclusively for ad valorem tax purposes. The County licenses this Data to the Requestor with no warranties, representations, or guarantees, whether express or implied, regarding the completeness, accuracy, or correctness of the Data. The County assumes no liability for any incorrect, incomplete, or misleading information contained in the Data provided. The County makes no express or implied warranties or representations of merchantability or fitness for a particular purpose or use of the Data.

2. Liability Disclaimer:

The County shall not be held responsible for any incidental, consequential, or special damages arising from the Requestor's use of the Data. The Requestor acknowledges that any reliance on the Data is at the sole risk of the Requestor. The Requestor agrees to indemnify, defend, and hold harmless the County, its elected and appointed officials, officers, employees, and agents from any and all liabilities, claims, losses, damages, injuries, costs, and attorney fees arising out of or related to the procurement, compilation, collection, interpretation, production, or communication of the Data subject to this Agreement.

3. License Fee Waiver:

The standard licensing fee of \$6,000 for the requested Data is waived under this Agreement, as the Data is provided for intergovernmental use only.

4. Restrictions on Use:

The Requestor agrees that the Data provided under this Agreement will not, under any circumstances, be transferred, shared, or provided to any third party, whether public or private. Any unauthorized distribution of the Data may result in damages payable by the Requestor to the County in an amount up to \$25,000. All requests for access to this Data must be directed to the Greene County Assessor's Office.

By accepting this Agreement, the Requestor agrees to comply with all the terms and conditions set forth herein. **GREENE COUNTY ASSESSOR LICENSEE**

Name

City Of Willard MO

Name of Individual or Entity

Troy Smith, Mayor

Name of Authorized Signer and Title, if Entity Licensee

Signature