

GEM COUNTY

REMOTE RECORDS ACCESS AND USE AGREEMENT

I. AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, between Gem County, a dully formed and existing county pursuant to the laws and Constitution of the State of Idaho (Hereinafter referred to as “County”) and _____ (herein after referred to as “Subscriber”). County and Subscriber may be collectively referred to herein as the “Parties” and individually, as a “Party”.

WHEREAS, County hereby agrees to provide Subscriber with access to computerized Public Property, Geographic Information System and Tax System records; and

WHEREAS, Subscriber agrees to pay all costs associated with being provided such access and Subscriber agrees not to access or utilize any of the information obtained from County to violate or to allow anyone else to violate any person’s right to privacy. Subscriber agrees to hold County harmless and indemnify County for any claims, judgements, liabilities or settlements that may arise from any use of information gained by Subscriber.

NOW, THEREFORE, it is hereby expressly agreed between the County and Subscriber as follows:

II. DEFINITIONS

Authentication: Username & password.

Authorized User: Subscriber’s users, whose names and addresses have been submitted to County, and who have authority pursuant to this Agreement to access limited computerized County records.

GIS: Geographic Information System consisting of data and maps compiled in the course of Gem County business and which may be provided pursuant to Idaho Code § 31-875.

HTTPS: Hyper Text Transfer Protocol Secure (HTTPS), the secure version of HTTP.

RDP: Remote Desktop Protocol, a way to extend access to files and use capabilities on a computer using authentication and Secure Socket Layer (SSL) encryption.

RDWeb: This is Microsoft’s Remote Web Access frontend (website) that is used to access published applications and files.

Subscriber: Individual or entity that has entered into an agreement with County and has received written authorization from County to access limited computerized County records.

URL: The address of a World Wide Web page.

User Managed: Subscriber is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing required software and paying associated fees.

III. ACCESS

- A. County shall provide Subscriber with user managed services access only to computerized Public Property, GIS and Tax System records stored by County. County Information Technology staff maintains said computer system purely for County purposes.
- B. Access performance cannot be guaranteed by County.
- C. County's decision to provide access is strictly pursuant to this Agreement; parties agree access is not mandated by law.
- D. Access requires the following:
 - Connection to County by using Subscriber's Internet Service Provider.
 - IP capable firewall security.
 - Microsoft supported operating system.
 - Access is provided via RDweb.
 - Authentication is provided to subscriber (username/password).
 - The RDWeb url will be provided to subscriber.
 - Supported Internet Browsers: Internet Explorer 11, Edge.
- E. Maintaining Authentication integrity is the sole responsibility of the Subscriber.

IV. TERMS AND CONDITIONS FOR USE

- A. This Agreement shall commence on the date of the last party to sign and expire at the end of each County fiscal year, September 30.
- B. This Agreement shall automatically renew on October 1 and end on September 30th of the subsequent fiscal years unless either party gives in writing a 30 day notice to the other of its desire to end the agreement.
- C. County reserves the right to change the rate charged at the renewal date with a 30 day written notice.
- D. Subscriber will provide valid technical contact information such as name, email, and telephone number.
- E. Subscriber will complete attached **APPLICATION OF INTEREST** form.
- F. This Agreement shall be governed and interpreted in accordance with the laws of the State of Idaho.
- G. Access shall be for the sole purpose of viewing selected data and records under the control and custody of County. Subscriber hereby expressly agrees that it will not use nor allow the use of records, data or information obtained from County for the

purpose of solicitation or any other use or practice not specifically permitted by this agreement.

- H. Subscriber shall obtain and supply, at its sole cost, hardware, software, communication equipment and/or service to connect to the Internet and access the RDWeb service. Subscriber is responsible for all Internet access charges and/or other fees incurred in connection with accessing or interaction with RDWeb service.
- I. Subscriber shall bear sole responsibility for all costs relating to the equipment owned and used by Subscriber to access County's system, including purchase, maintenance and repair costs.
- J. Subscriber acknowledges that computer records received may come under purview of the Idaho "Public Records Act", Title 9, Chapter 3, Idaho Code and as such, are subject to all laws and regulations, both federal and state that apply to any such records. Subscriber agrees not to release or allow release of any computer records in violation of any applicable federal or state law (including case law) or regulation.

V. LOGISTICS

- A. RDP & RDWeb service use is to be controlled using password authentication.
- B. RDP & RDWeb service will be set up and managed by County Network Support Services.

VI. SECURITY

- A. Only Authorized Users are permitted to access County Records. To receive user authorization, Subscriber shall provide names and email addresses of each proposed user to County.
- B. All computers, including personal computers, connected to County internal networks via RDP, RDWeb service or any other technology must use the most up-to-date anti-virus software that is the industry standard. Information on this software can be obtained from your Technical Support Specialist.
- C. All computers connected to County internal networks via RDP & RDWeb service must have the latest operating system security patches applied.
- D. Peer-to-peer software is not allowed over RDP & RDWeb service.
- E. While connected to the County RDP & RDWeb service, Authorized Users must not leave their computers unattended without a computer lock in place via a screensaver password or screen lock.
- F. Subscriber bears the sole responsibility for protecting against unauthorized and/or damaging access to County records by Subscriber. Subscriber is liable for any damages where access was through Subscriber, its agents, officers, or employees whether authorized or unauthorized. Subscriber shall bear all costs of restoring damaged data to its original state as well as incidental and/or consequential damages or liability that might result directly or indirectly from such access.

VII. CUSTODY AND CONTROL OF RECORDS

- A. Subscriber hereby expressly acknowledges and agrees that the records and data for which access is provided under this Agreement are and shall remain records under the control and custody of County.
- B. Access is provided solely for the use of Subscriber. A portion and/or all charges to Subscriber may be utilized to maintain and facilitate access, Subscriber agrees that Subscriber owns no property rights and is the property of County.

VIII. LIABILITY

- A. Subscriber agrees to hold County harmless and indemnify County for any claims, judgements, liabilities or settlements that may arise from any use of information gained by Subscriber.
- B. Third parties bear full responsibility for the consequences should the VPN access be misused.
- C. Subscriber understands the law may be unclear as to records which must be, may be or should not be released. Some or all of the information received may be private. Divulging or publishing this information may cause harm or an actionable wrong against an individual(s). By requesting, receiving, releasing, and/or publishing this information Subscriber agrees to indemnify and defend County, its officers, agents and employees, if any such harm is claimed to be the result, or somehow connected to the release and/or publication of such information.
- D. Subscriber agrees to indemnify, defend and hold harmless County, its officers, agents and employees from and against any and all liability, loss, damage, cost, and expense, including legal expense (providing and paying for counsel of County's choice), which may accrue or be sustained by County, its officers, agents, or employees as a result or consequence, whether direct or indirect, of any claims, suits, demands, actions, judgments, settlements or forfeiture, including any suit instituted to enforce the obligations of this agreement of indemnity, made or brought by another party against County, its officers, agents, or employees, arising out of or in connection with this Agreement, or, information or computer records accessed, utilized by or released by or through Subscriber.

IX. REMOTE RECORDS ACCESS PRICING & TERMS

A. Plans

<u>Plans</u>	<u>Annual Cost</u>
1 user	\$600.00
Additional user	\$420.00

- B. Computer Arts License (Recorded Documents): The User fee above is for one license for remote access. The initiating computer will claim the license at the time of the first access. Subscriber should note that this license cannot be reassigned to another computer and should plan accordingly.
- C. COUNTY shall designate passwords for the individual Subscriber. Access shall be given to Subscriber from 7:00 a.m. to 7:00 p.m., seven days per week, except for the period of time between 5:00 pm – 5:30 pm Monday through Friday, for which time Subscriber will not have access. COUNTY reserves the right to change the specified hours as needed and upon notification to Subscriber.
- D. Payment is due in full prior to start of the annual subscription unless other payment arrangements are made by the parties and in writing. Upon annual renewal set forth in section IV above, payment is due no later than thirty (30) after the renewal term of this agreement.
- E. Fees for services provided will be reviewed annually by the County. User will be notified no less than thirty (30) days before the beginning of each billing period if there is a need for a change in fees.
- F. Resale and Redistribution Prohibited: Subscriber agrees that resale or redistribution of any document and/or image for anyone not a party to this Agreement, including Subscriber’s clients, is a material breach of this Agreement and warrants that all documents provided shall be secured for Subscribers internal use only.

XI. GIS PARCEL LAYERS/TABULAR DATA & TERMS

- A. \$600.00 for an annual subscription to Assessor’s Plat Maps, as DWF images, including changes and updates as they occur. For agreements starting after January 1, of the current year, the billing services will be pro-rated at a charge of \$50.00 per month until the end of the current year.
- B. Payment is due in full prior to start of the annual subscription unless other payment arrangements are made by the parties and in writing. Upon annual renewal, payment is due no later than thirty (30) after the renewal term of this agreement.
- C. Fees for services provided will be reviewed annually by the County. User will be notified no less than thirty (30) days before the beginning of each billing period if there is a need for a change in fees.

XII. TERMINATION

- A. A breach of any provision of this Agreement, as determined by County, shall constitute a breach of the Agreement and shall provide grounds for immediate termination of the Agreement by County.
- B. County will not be responsible for any inconvenience, loss or damage sustained by Subscriber as a result of County's discontinuance or disruption of access.
- C. If a Subscriber's access is discontinued for any reason, Subscriber must reapply for access.
- D. County reserves the right to terminate or suspend access for non-payment of invoices.

XIII. DISCLAIMER

- A. Subscriber agrees that County makes no warranties, express or implied, as to the accuracy, validity, availability or correctness of any of the information contained in the computer records.
- B. Subscriber will display notice in any computerized publications that the County makes no warranties, express or implied as to the accuracy, validity, or correctness of any of the information contained in the computer records and that neither County, its officers, agents or employees are liable for any errors, omissions, or inaccuracies that may appear in any publication as a result of the computer records provided by County.

XIV. MISCELLANEOUS PROVISIONS

- A. In the event of litigation or legal dispute arising under, or as a result of this Agreement between County and Subscriber, the prevailing party shall recover its costs and reasonable attorney fees.
- B. In the event of any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous or contemporaneous communications, representations, or agreements, either verbal or written between the parties are superseded by this Agreement.

Subscriber:

By: _____
Title

Name Print

Document Access Approval:

Shelly Tilton, Gem County Clerk

Hollie Ann Strang, Gem County Assessor

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

Board of Gem County Commissioners:

By: _____
Bryan Elliott, Commissioner

By: _____
Mark Rekow, Commissioner

By: _____
Bill Butticci, Commissioner

ATTEST:

Shelly Tilton, Gem County Clerk

APPLICATION OF INTEREST

VPN (Virtual Private Network) or GIS ACCESS

Full Legal Business Name of Applicant: _____

Db Name (If Applicable): _____

Type of Business: _____

Address: _____

City: _____ State: _____ Zip _____

Phone Number: _____

Billing Contact Name: _____

Contact Phone Number: _____ Contact Email: _____

Billing Email: _____

Technical Contact

Name: _____ Phone Number: _____

Email: _____

VPN Plan/GIS Requesting: _____

Authorized Signature: _____

Title: _____ Date: _____

Approved
 Denied
by: _____