

## GEM COUNTY

### GIS AND USE AGREEMENT

#### I. AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Gem County, a duly 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 “User”). County and User may be collectively referred to herein as the “Parties” and individually, as a “Party”.

**WHEREAS**, County hereby agrees to provide User with access to computerized Public Property, Tax System, and Geographic Information System (“GIS”) records; and

**WHEREAS**, User agrees to pay all costs associated with being provided such access and User 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. User 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 User.

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

#### II. RIGHTS GRANTED

A. County hereby grants User authorization to use certain of the County’s GIS Products and maps until such time as this Agreement is terminated pursuant to Section 7 hereof or otherwise expires.

B. The Products are solely and exclusively for the internal use of the User and not for the use by any other person or entity. The types of Products being provided are:

Tabular Data including Residential Characteristics (shown as a single Excel file containing three sheets for the Pin, Improvements, and Land tables).

GIS Parcel Layer (shown as a shape file).

Assessor Plat Maps (shown in a digital web format).

Gem County Zoning Map (shown in a digital web format).

C. This Agreement merely permits User to utilize the subject Products in accordance with the terms and conditions provided herein and does not constitute a sale of any

title or interest in the Products. County reserves all rights not expressly granted to the User by this Agreement.

### III. 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 30<sup>th</sup> 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. User will provide valid technical contact information such as name, email, and telephone number.
- E. This Agreement shall be governed and interpreted in accordance with the laws of the State of Idaho.
- F. Access shall be for the sole purpose of viewing selected data and records under the control and custody of County. User 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.
- G. User acknowledges that computer records received may come under purview of the Idaho "Public Records Act", Title 74, Chapter 1, Idaho Code and as such, are subject to all laws and regulations, both federal and state that apply to any such records. User 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.

### IV. PAYMENT AND DELIVERY

- A. Delivery of Products to the User shall be made by County only after the User has fully executed this Agreement and returned it to the County together with any associated fees and the Agreement is approved by the County.
- B. The total fees associated with this Agreement shall be: (Check the Options that apply to User):
  - \_\_\_\_\_ \$175.00 for each GIS Parcel Layer update, with service to be provided ( Monthly, quarterly, annually) (Circle One);
  - \_\_\_\_\_ \$50.00 for each additional Layer, with service to be provided ( Monthly, quarterly, annually) (Circle One);
  - \_\_\_\_\_ \$125.00 for each Tabular Data update, with service to be provided ( Monthly, quarterly, annually) (Circle One).
- C. The County shall deliver the data through means of tape, disk, or other means of communication to User.

**V. CUSTODY AND CONTROL OF RECORDS**

- A. User 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 User. A portion and/or all charges to User may be utilized to maintain and facilitate access, User agrees that User owns no property rights and is the property of County.

**VI. LIABILITY**

- A. User 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 User.
- B. User 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 User 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.
- C. User 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 User.

**VII. 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 User as a result of County's discontinuance or disruption of access.
- C. County reserves the right to terminate or suspend access for non-payment of invoices.



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