

Government Geographic Information System Data Product License Agreement

This License Agreement between the Governor's Office of Information Technology Services ("ITS") and the below identified public agency ("Licensee") is made in reference to the following facts:

Recitals

- A. The State ITS, has created a Geographic Information System ("GIS") comprising maps and other geographic information of and regarding the counties of Idaho.
- B. ITS continuously acquires, develops, maintains, and uses the GIS data in support of its internal business functions and the services it provides to State agencies.
- C. The GIS data represents a financial investment made by Idaho counties on behalf of its taxpayers and Idaho counties wish to protect their investment.
- D. County GIS data contains information that may be considered confidential or sensitive and divulging or publishing the information may cause harm or an actionable wrong against a person.
- E. Members of public agencies want to gain access to County GIS data.
- F. Certain counties ("County" or "Counties") wish to make their GIS data available in certain compilations, packages and formats including spatial and tabular data (the "Public Agency Dataset") for use by public agencies subject to the terms and conditions contained in this License Agreement.

Agreement

The parties agree as follows:

1. Rights Granted

- 1.1. ITS grants the Licensee a license to use the Public Agency Dataset.
- 1.2. The Public Agency Dataset shall be used for internal processes, which is limited to use by the employees and contractors working on behalf of the Public Agency. Internal processes are defined as recurring, routine and planned activities performed to fulfill the mission of the public agency. This License Agreement permits Licensee to utilize the Public Agency Dataset in accordance with the terms and conditions provided herein and does not constitute a sale of any title or interest in the Public Agency Dataset.

2. Assignment

- 2.1. Except as otherwise specifically provided herein, the Licensee shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Public Agency Dataset to the public. Information products created through aggregation or

analyses of parcel data such as static maps and analyses results can be released to the public in the form of maps, publications, and reports.

- 2.2. Neither this License Agreement nor the rights granted by it shall be assigned or transferred by the Licensee under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void

3. Disclaimer

- 3.1. Any maps, publications, reports, or other documents prepared by Licensee, or Licensee's independent contractor, whose production utilizes Public Agency Dataset, will credit the source of the Public Agency Dataset with the following credit/disclaimer:

This (map/publication/report) includes parcel data generated by one or more Counties in Idaho and is aggregated and standardized by the Governor's Office of Information Technology (ITS). All digital data provided by the Idaho Counties and ITS is provided 'as-is' with no guarantee for its accuracy."

- 3.2. The Licensee shall require any independent contractor, hired to undertake work which will utilize Public Agency Dataset, to agree not to use, reproduce or redistribute Public Agency Dataset for any purpose other than the specified contracted work. All access to Public Agency Dataset utilized by an independent contractor will be revoked at the close of such contractual work. All copies of Public Agency Dataset made by an independent contractor, including other products or data sets where those data are utilized or included, will be deleted, wiped, digitally destroyed, or returned to the original Licensee at the close of such contractual work. The Licensee hereby agrees to abide by the use and reproduction conditions specified above and agrees to hold any independent contractor to the same terms.

4. Warranties and Liabilities

- 4.1. The Public Agency Dataset is subject to constant change and its accuracy and completeness cannot be, and is not, guaranteed by the Counties and ITS. ITS and the Counties make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the Public Agency Dataset, nor accept any liability arising from any incorrect, incomplete, or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Public Agency Dataset for a particular purpose.
- 4.2. Neither ITS nor the Counties are responsible for any incidental, consequential, or special damages arising out of the use of the Public Agency Dataset provided to the Licensee. The Licensee agrees that the Public Agency Dataset shall be used and relied upon only at the sole risk of the Licensee.

5. Termination

- 5.1. In the event that the Licensee shall not faithfully perform any and all of Licensee's obligations under this License, ITS shall have the right to terminate this License.
- 5.2. ITS shall have the right to terminate this Agreement if: (a) Licensee attempts to assign its rights without the written consent of County or ITS; (b) if Licensee delivers or attempts to deliver the licensed data to another agency, corporation, or person without the prior written consent of the County and noticed to ITS.
- 5.3. This Agreement is effective as of the date when the last party signed this agreement and shall continue in effect until terminated.

6. Remedies

- 6.1. In the event of a breach or threatened breach of any of the provisions of this Agreement by the Licensee or any employee, representative or agent of the Licensee, ITS shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof; but nothing shall preclude ITS from pursuing any action or other remedy, including for damages, for any breach or threatened breach of this Agreement, all of which shall be cumulative.
- 6.2. In the event that ITS prevails in any such action, it shall be entitled to recover from the
- 6.3. Licensee all attorneys' fees incurred in connection therewith.


7. Additional Provisions

- 7.1. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any oral or written communications or representations relating hereto.
- 7.2. Pursuant to Idaho Code § 74-120, the information provided in the Public Agency Dataset is not being distributed for use as a mailing list or telephone number list, and no list of persons found in the Public Agency Dataset may be used as a mailing list or a telephone list unless such use is expressly permitted by Idaho law.
- 7.3. ITS shall provide access to the licensed data through electronic means.
- 7.4. The Licensee will do or cause to be done all things necessary to preserve its rights and meet its obligations under this License Agreement.
- 7.5. Licensee agrees that it will comply with all federal, state and local laws, ordinances, regulations, directives and guidelines in using any of the Public Agency Dataset.
- 7.6. This License Agreement shall be governed by the laws of the State of Idaho. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this License Agreement shall be Idaho.

- 7.7. If any provision of this License Agreement is determined to be invalid or unenforceable, the remaining provisions of the License Agreement shall continue to be valid and enforceable.
- 7.8. ITS shall in its sole discretion provide or withhold any of the above-described Public Agency Dataset as determined reasonable in any given circumstance.
- 7.9. This License Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

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Russell A. Duke
District Director

26 JUL 2022

Date

7/17/22

Date