DATA SHARING AGREEMENT
(Shoshone _____ County)

THIS DATA SHARING AGREEMENT ("Agreement") is effective as of the 1st ___ day of September ___ _____, by and between the State of Idaho, Department of Administration ("Administration") and Shoshone _____ County, Idaho ("County").

RECITALS

A. Administration is integrating real property parcel data into a single, uniform database available to interested parties via the Internet.

B. County is the repository for real property parcel data within its boundaries.

C. County and Administration recognize the need for improved public access to accurate real property parcel data.

D. County is willing to provide Administration with real property parcel data under the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Term and Termination. This Agreement is effective as of the first day set forth above and shall continue in effect until terminated. This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party specifying the date of termination. Either party may terminate this Agreement immediately upon written notice if (i) the other party is in material breach of any material term, condition, covenant or obligation under that agreement, or (ii) the Idaho legislature or the County Commissioners fail, neglect or refuse to appropriate sufficient funds as may be required for the continuation of the obligations under this Agreement.

2. Exchange of Data.

a. County Data. County will provide Administration real property parcel data, including corresponding metadata and associated tables (collectively, the "Data"). Nothing in this Agreement limits County's use of the Data or provides Administration exclusive access to the Data.

b. Format. County will provide the Data in Polygon Shape File _____ format, unless agreed otherwise by the parties in writing. To the extent feasible, County will provide data attributes that are consistent with the "Idaho Parcel Data Exchange Standard" data model established by Information Technology Resource Management Council (ITRMC) established pursuant to Idaho Code section 67-5745B.

c. Transfer Method. County will transfer Data via __FTP_____.

d. Revision. County will assist Administration in resolving any Data discrepancies identified by either party.

e. Updates. County will provide updates to the Data to Administration no less than every six (6) months.

f. Technical Assistance. Administration will provide technical assistance to County related to the transfer of Data and the use of the Idaho Parcels Data Exchange Standard.

g. Data As-Is. The parties accept and acknowledge that County will provide the Data without warranty or representation as to its completeness, accuracy, reliability, timeliness, or correctness. County does not make any warranties, express or implied, and specifically disclaims any warranty of merchantability or fitness for a particular purpose that may apply to the Data or to the services provided pursuant to this Agreement. Administration waives all claims against the County arising from use or distribution of the Data.

3. Use of Data.

a. Aggregation and Revision. Administration will aggregate Data into the following data sets using the Idaho Parcel Data Set Standard: Public Distribution Data Set; and Comprehensive Data Set. The field or attributes of each standard are set forth on Exhibit A, which is incorporated herein by this reference. Administration will conform Data to the Idaho Parcel Data Exchange Standard when Data submitted by County does not conform to such standard.

b. Security. Administration will store, manage, and disseminate Data through a secure server in a manner that complies with any applicable laws.

c. Access to Data. Administration will provide access to Data for public and governmental use via the Internet pursuant to the terms of this agreement.

1. Idaho Government Access. Administration will provide the Comprehensive Data Set to the government agencies set forth on Exhibit B, which is incorporated herein by this reference, at no charge. Upon thirty (30) days prior written notice to County, Administration may add additional government agencies to the agencies set forth on Exhibit B. Following such notice and at any time during the term of the Agreement, County may identify government agencies it does not wish to have free access to the data by written notice to Administration. Upon written request by County, Administration will provide County a list of government agencies with access to the Data.

2. Public Access. Administration will provide the Public Distribution Data Set set to the public upon request. Where County has established a fee schedule for the Data, Administration will limit access to the Data to members of the public paying the established fee; provided, however, that County must establish a Service Leval Agreement (SLA) with Idaho

Information Consortium, Inc. dba Access Idaho. Administration will provide assistance to County in establishing an agreement with Access Idaho. Unless otherwise specified by notice from County to Administration, public access to the Data will require acceptance of the Data Product License Agreement set forth on Exhibit C and incorporated herein by this reference.

3. Public Records Requests. Administration will refer public records requests for the Data to County. Where required by law, Administration will release Data pursuant to a public records request, subject to Administration's public records request policy.

4. Miscellaneous.

a. No Partnership. This Agreement does not create a partnership between the parties and nothing contained herein shall be interpreted to create an employer-employee, master-servant, a joint venture, or principal-agent relationship between any party in any respect.

b. No Third Party Beneficiaries. This Agreement is for the sole benefit of Administration and County and no person or entity has any rights under this Agreement as a third party beneficiary.

c. Officials Not Personally Liable. In no event shall any official, officer, employee or agent of the State of Idaho, Administration or County be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.

d. Assignment of Liability. Administration and County shall be responsible only for the acts, omissions or negligence of its own officers, employees or agents and only to the extent provided by law.

e. Notices. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address set forth below. Either party may change its address by giving notice of the change in accordance with this section.

f. Entire Agreement and Modification. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

[Signature Page Follows]

State of Idaho
Department of Administration

By _____
Its Chief Technology Officer
Date: 2 Aug 2013
Address: 650 W. State Street
P.O. Box 83720
Boise, Idaho 83720-0303

Shoshone County

By Larry J Yergler
Its Commission Chairman
Date: 7/24/13
Address: 700 Bank St.
Wallace, ID 83873

EXHIBIT A

Parcel Data Fields and Attributes

Public Distribution Data Set

Field Name	Data Type	Length	Description	Examples
PARCEL_ID	Text	50	The unique identifier for that parcel as used by the source.	R3085100110
STEWARD	Text	20	The source that created the polygon and can answer questions about the history, geometry and attribution of it.	Canyon County
UPDATED	Date		The date shared	5/5/2012
MODIFIED	Date		The date that the polygon geometry was last edited	1/1/1998
WEBSITE	Text	255	The URL for a public internet site for further information, if available.	http://id-canyon-assessor.governmaxa.com/propertymax/rover30.asp
FIPS	Text	5	The Federal Information Processing Standards (FIPS) code for state and county.	16027
ASR_ACRES	Double	Precision: 12 Scale:3	Acreage as determined by deed or other instrument that describes the outside of a parcel	10.208

Comprehensive Data Set

Field Name	Data Type	Length	Description	Examples
PARCEL_ID	Text	50	The unique identifier for that parcel as used by the source.	R3085100110
STEWARD	Text	20	The source that created the polygon and can answer questions about the history, geometry and attribution of it.	Canyon County
UPDATED	Date		The date shared	5/5/2012
MODIFIED	Date		The date that the polygon geometry	1/1/1998

			was last edited	
WEBSITE	Text	255	The URL for a public internet site for further information, if available.	http://id-canyon-assessor.governmaxa.com/propertymax/rover30.asp
FIPS	Text	5	The Federal Information Processing Standards (FIPS) code for state and county.	16027
ASR_ACRES	Double	Precision:12 Scale: 3	Acreage as determined by deed or other instrument that describes the outside of a parcel	10.208
OWNER1	Text	100	Owner of Parcel	John Smith
OWNER2	Text	100	Additional owner of parcel	Mary Smith
MAIL_ADD1	Text	100	Mailing address of owner	1234 S Paper Road
MAIL_ADD2	Text	100	Additional mailing address of owner	Apt 5C
MAIL_CITY	Text	100	Mailing city of owner	Anaktuvuk Pass
MAIL_STATE	Text	2	Mailing state of owner	AK
MAIL_ZIP	Text	10	Mailing U.S. zip code of owner	99721-0000
MAIL_CNTRY	Text	100	Mailing country of owner	USA
SITE_ADD	Text	100	Site address of property	6789 W Stapler Ave
SITE_CITY	Text	100	City of property	Nampa
SITE_ZIP	Text	10	Zip code of property	83653-0000
CATEGORY 1	Text	5	Categories of property used for assessment and taxation	11
C1_ACRES	Double	Precision:12 Scale: 3	Number of acres assessed for the property code listed above	5.25 (leave NULL when acres are unknown or if category is not a land category)
C1_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	10,000
CATEGORY 2	Text	5	Categories of property used for assessment and taxation	12
C2_ACRES	Double	Precision:12 Scale: 3	Number of acres assessed for the property code listed above	1

C2_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	5,000
CATEGORY 3	Text	5	Categories of property used for assessment and taxation	33
C3_ACRES	Double	Precision:12 Scale: 3	Number of acres assessed for the property code listed above	
C3_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	80,000
CATEGORY 4	Text	5	Categories of property used for assessment and taxation	
C4_ACRES	Double	Precision:12 Scale: 3	Number of acres assessed for the property code listed above	
C4_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY 5	Text	5	Categories of property used for assessment and taxation	
C5_ACRES	Double	Precision:12 Scale: 3	Number of acres assessed for the property code listed above	
C5_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY 6	Text	5	Categories of property used for assessment and taxation	
C6_ACRES	Double	Precision:12 Scale: 3	Number of acres assessed for the property code listed above	
C6_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY 7	Text	5	Categories of property used for assessment and taxation	
C7_ACRES	Double	Precision:12 Scale: 3	Number of acres assessed for the property code listed above	
C7_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY 8	Text	5	Categories of property used for assessment and taxation	

C8_ACRES	Double	Precision:12 Scale: 3	Number of acres assessed for the property code listed above	
C8_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
CATEGORY 9	Text	5	Categories of property used for assessment and taxation	
C9_ACRES	Double	Precision:12 Scale: 3	Number of acres assessed for the property code listed above	
C9_NET_VAL	Long Integer		Net value of the property assessed under property code listed above	
ZONING	Text	50	Zoning category	RSW
DESC1	Text	512	Property description	PAR #9300 of 2SE4
DESC2	Text	256	Property description	SEC26 3N 1E
DESC3	Text	256	Property description	#449100-S
DESC4	Text	256	Property description	
DESC5	Text	256	Property description	
SUBDIV	Text	256	Subdivision name	Happy Valley
TOT_VALUE	Long Integer		Total assessed property value	100,000

EXHIBIT B

Public Agencies

1. State Agencies
   - Department of Administration
   - Department of Agriculture
   - Idaho Army National Guard
   - Division of Building Safety
   - Department of Commerce
   - Department of Environmental Quality
   - Department of Fish and Game
   - Department of Health and Welfare
   - Idaho Bureau of Homeland Security
   - Department of Labor
   - Department of Lands
   - Idaho Commission for Libraries
   - Department of Parks and Recreation
   - Public Television
   - Idaho State Police
   - Idaho State Tax Commission
   - Idaho Department of Transportation
   - Idaho Department of Water Resources
   - State of Idaho Colleges and Universities

2. Other County Governments in Idaho

3. Federal Agencies
   - Bureau of Land Management
   - Bureau of Reclamation
   - U.S. Geological Survey
   - U.S. Forest Service
   - Corps of Engineers
   - Department of Energy
   - Department of Defense
   - U.S. Department of Agriculture
   - Federal Emergency Management Agency (FEMA)
   - US Census Bureau
   - Other Federal Agencies requesting the Data

4. Tribal Agencies
   - Coeur d'Alene Tribe
   - Kootenai Tribe of Idaho
   - Nez Perce Tribe of Idaho
   - Shoshone-Bannock Tribe

EXHIBIT C

Government Geographic Information System

Data Product License Agreement

WHEREAS, the State, by and through its Idaho Geospatial Office (IGO), has created a Geographic Information System (GIS) comprising maps and other geographic information of and regarding the Counties of Idaho; and

WHEREAS, the IGO continuously acquires, develops, maintains and uses the GIS data in support of its internal business functions and the public services it provides; and

WHEREAS, the Idaho Department of Administration funds the acquisition, development and maintenance of GIS data, in support of its internal business functions and the public services it provides; and

WHEREAS, the GIS data represents a significant financial investment made by Idaho Counties on behalf of its tax payers and Idaho Counties wish to protect their investment; and

WHEREAS, some or all of the GIS data may come under the purview of the Idaho "public records statutes" contained under Idaho Code Title 9, Chapter 3, and may also be subject to Federal regulations that apply to freedom of information and privacy; and

WHEREAS, Idaho Statutes, Title 9, Chapter 3, addresses the public's right to examine public records, specifies records exempt from disclosure, establishes requirements for public agencies to separate exempt and non-exempt records from disclosure and allows the establishment of fees to recover costs; and

WHEREAS, Idaho Statutes 31-875 establishes the powers and duties of the Board of County Commissioners to impose and collect fees for access to the digital GIS and mapping data; and

WHEREAS, 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; and

WHEREAS, members of the public, public agencies and commercial businesses have expressed a desire to gain access to County GIS data; and

WHEREAS, the County wishes to make its GIS data available in certain compilations, packages and formats (the "Products") for purchase and use by members of the public, public agencies and commercial businesses subject to the terms and conditions contained in this License Agreement; and

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated as terms of the License Agreement, in consideration of mutual covenants, conditions and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1 Rights Granted

1.1 IGO hereby grants the Licensee a license to use certain of County GIS Products until such time as this Agreement is terminated pursuant to Section 6 hereof or otherwise expires.

1.2 The Products are solely and exclusively for the internal use of the Licensee and not for the use by any other person or entity, including but not limited to any entity which is affiliated with the Licensee unless specifically included in the term Licensee

1.3 This License Agreement merely permits Licensee 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 Licensee by this License Agreement.

2 Assignment

2.1 The Products are being furnished with all rights reserved by the Counties. Except as otherwise specifically provided herein, the Licensee shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Products in a form substantially similar to that which it is hereby being provided by the County to Licensee to a third party without the expressed written permission of the County.

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 Royalties and Payment

3.1 Delivery of the Products to the Licensee shall be made by the IGO only after the Licensee has acknowledged this License Agreement.

3.2 Any License fees paid are not in any case refundable.

4 Copyright and Disclaimer

4.1 Licensee acknowledges and agrees that the Products are proprietary products of the relevant Idaho County and are protected under U.S. and international

copyright law and that County retains sole and exclusive right, title, and interest in and to the Products, including associated intellectual property rights.

4.2 Any maps, publications, reports or other documents prepared by Licensee or an independent contractor not contracted by the IGO or Counties whose production utilizes digital data provided by the County, either directly or through a contracting agent will credit the IGO as the source of the data with the following credit/disclaimer:

"This (map/publication/report) was developed using Idaho Counties' GIS data, but this secondary product has not been verified by the IGO and is not IGO-authorized. All digital data provided by the IGO is copyrighted by the IGO and is subject to the exclusion of warranty and statement of liability contained in its GIS Data Licensing Agreement."

4.3 The Licensee shall require any independent contractor, hired to undertake work which will utilize digital data obtained from the County, to agree not to use, reproduce or redistribute Idaho Counties' digital data for any purpose other than the specified contracted work. All copies of Idaho Counties' digital data utilized by an independent contractor will be required to be 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.

5 Warranties, Liabilities and Indemnification

5.1 The Licensee understands and acknowledges that the Products are subject to constant change and that its accuracy and completeness cannot be and are not guaranteed by the IGO. The IGO makes no warranties or a guarantee, either expressed or implied, as to the completeness, accuracy, or correctness of the Products, nor accepts 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 Products for a particular purpose.

5.2 The IGO is not responsible for any incidental, consequential, or special damages arising out of the use of the Products provided to the Licensee. The Licensee agrees that the Products shall be used and relied upon only at the sole risk of the Licensee.

5.3 The Licensee agrees to indemnify and hold harmless the IGO or Idaho Counties, their officials, officers, employees, contractors from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring,

compiling, collecting, interpreting, producing, using or communicating the Products or information contained therein.

6 Termination

6.1 In the event that the Licensee shall not faithfully perform any and all of the obligations by the Licensee to be performed under this License, the IGO shall have the right to terminate and cancel this License. Cancellation by the IGO shall not release the Licensee from its obligation to pay any fees due herein.

6.2 The IGO shall have the right to terminate this Agreement if: (a) Licensee attempts to assign its rights without the written consent of County; (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.

7 Remedies

7.1 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, the IGO shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof; but nothing shall preclude the IGO 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.

7.2 In the event that IGO prevails in any such action, the IGO shall be entitled to recover from the Licensee all attorneys' fees incurred in connection therewith.

8 Binding

8.1 The Licensee acknowledges that this Agreement has been read and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties and supersedes any oral or written communications or representations relating hereto.

8.2 Persons who acknowledges this agreement or for Licensee represent that they are authorized to do so and represent and warrant that this Licensing Agreement is a legal, valid and binding obligation as to Licensee and is enforceable in accordance with its terms.

9 Additional Provisions

9.1 Pursuant to Idaho Code 9-348, Licensee understands and agrees that the information provided by the County is not being distributed for use as a mailing list or telephone number list, and no list of persons prepared by County may be used as a mailing list or a telephone list unless such use is expressly permitted by Idaho law.

9.2 The IGO shall deliver the licensed data through electronic means.

9.3 The Licensee will do or cause to be done all things necessary to preserve its rights and meet its obligations under this License Agreement.

9.4 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.

9.5 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.

9.6 The IGO shall in its sole discretion provide or withhold any of the above described Product, and may waive or adjust fees as determined reasonable in any given circumstance.