

DATA SHARING AGREEMENT
(Teton County)

THIS DATA SHARING AGREEMENT ("Agreement") is effective as of the 28th day of April, 2014, by and between the State of Idaho, Department of Administration ("Administration") and Teton 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 ESRI shapefile 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 email attachment.

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 Level 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

Teton County

By 
Its Chief Technology Officer
Date: 12 May 2014
Address: 650 W. State Street
P.O. Box 83720
Boise, Idaho 83720-0303

By 
Its Chairman, County Commission
Date: 4-28-14
Address: 150 Courthouse Drive
Driggs, Idaho 83422