

INTERNET ACCESS AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20__, by and between Canyon County (hereinafter “County”), a political subdivision of the State of Idaho and _____, (hereinafter “Company”).

WHEREAS, County is a political subdivision of the State of Idaho required by law to keep certain records of spatial data within the jurisdiction of Canyon County; and

WHEREAS, Company is in the business of _____;
and

WHEREAS, Company regularly utilizes the records of Canyon County in the course of such business; and

WHEREAS, County desires to provide, and Company desires to obtain, the most efficient system for accessing County spatial data for entities that frequently require such access.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. County shall provide to Company internet access to its’ spatial data.
2. Company shall pay to County THREE THOUSAND DOLLARS (\$3,000.00) plus tax per year for the provision of the internet access as provided for herein. Unless a payment plan is pre-approved, such amount shall be due and payable in full upon the execution of this Agreement and shall be due annually upon the anniversary of the execution of this Agreement, until such time as this Agreement is terminated or amended to reflect otherwise. County reserves the right, in its sole discretion, to accept payment of such amount in quarterly installments.
3. This Agreement is a separate Agreement from any and all other internet access or other image agreements that Company may have with County. Nothing in those agreements shall be applicable to this Agreement, nor shall anything in this Agreement be applicable to those agreements, if any. The amounts due pursuant to this Agreement are in addition to any amounts that may be due under any other agreements.
4. County shall provide to Company a password allowing internet access to the aforementioned records. Company agrees that it will keep said password confidential and will not divulge it to any person or entity outside of employees of Company. Company further agrees that it will not allow any person or entity to access County records through the internet unless that person is an employee of Company.

5. County reserves the right to change the password of Company at any time and Company agrees to immediately notify County if its password becomes known (or otherwise compromised) to any person or entity outside of those permitted knowledge of said password.
6. Company may give copies of spatial data obtained from the County through the internet (hereinafter "Data") to its customers, to the extent that the data is related to a specific request by a customer regarding a particular property. Company agrees not to disclose nor convey Data to any individual or entity, other than the Company's employees, for any other purpose. Specifically, Company agrees that it shall not sell or convey bulk Data to any individual or entity. Company shall not sell or convey Data in a manner that will assist or permit individuals or entities to obtain Data for the purpose of building a database or partial database without said individuals or entities obtaining these images directly from the County. Further, Company agrees not to sell or convey Data in any manner that would result in avoidance of payment of fees to the County for obtaining copies of records or that would in any way or manner circumvent the payment of such fees to County by any individual or entity.
7. Company agrees that all provisions of this Agreement as it pertains to Company are material and that violation of any of the terms and conditions of this Agreement will result in the immediate termination of internet access to County records.
8. Company understands that this internet access service is being provided by County as a service and that County may at any time, with or without cause, terminate this Agreement and terminate and withhold internet access to County records upon the County giving seven days written notice of its intent to do so. However, nothing in this Agreement shall prohibit County from immediately terminating this Agreement and withholding internet access, with or without cause and with or without notice, if waiting seven days to provide the aforementioned notice could cause the County to be subjected to liability or could increase its liability or damages.
9. Company may terminate this Agreement by providing 30 days written notice to County. Nothing in this Agreement shall be construed to require County to provide continuous and regular access to County records through the internet. Company understands that service may be interrupted at any time, for any reason, and for any length of time. Company understands that this service is being provided as a convenience for Company.
10. If this Agreement is terminated by County without cause, County shall refund to Company a prorata portion of the annual payment attributable to the period of the year for which services will not be provided. If the Agreement is terminated by the County for cause, which includes, but is not limited to, a violation of any portion of this Agreement by Company, regardless of the severity or duration of said violation, Company shall not be entitled to a refund of any amount.
11. Company agrees to indemnify, defend and hold forever harmless County from any and all liability, claims, damage or injury of any kind resulting in any way from this Agreement

and/or the records and/or information obtained thereby. Company will not utilize County records in an illegal manner nor in a way that will result in an invasion of the privacy rights of any individual or entity, and will not sell records to be used for such purposes.

12. It is County's intent to update its spatial data within thirty (30) days of documents being recorded. However, County makes no representations regarding the accuracy or completeness of its data, nor the records or information contained therein.
13. In the event that any of the terms of this Agreement are, or become, illegal or unenforceable, such terms shall be null and void and shall be deemed deleted from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
14. This Agreement constitutes the entire Agreement between the parties hereto concerning the matters covered herein and supercedes all prior agreements and/or understandings between the parties, whether written or oral, concerning the matters addressed herein. There are no understandings, agreements, representations or warranties, expressed or implied, that are not specified in writing and signed by the parties hereto.
15. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.
16. Company shall not assign this Agreement or any portion thereof and shall not delegate any of Company's responsibilities under this Agreement to any person or entity.
17. The waiver by either party of a default or breach or the failure by either party to claim a default or breach of any provision of this Agreement by the other party shall not be held to be a waiver of any subsequent default or breach of the same provision or of any other provision of this Agreement.
18. This Agreement cannot be amended or supplemented except by another Agreement in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO

Chairman Steve J. Rule

Commissioner Tom Dale

Commissioner Pam White

ATTEST: CHRIS YAMAMOTO, CLERK

By: _____
Deputy Clerk

DATED this ____ day of _____, 20__.

COMPANY

AUTHORIZED AGENT OF COMPANY

STATE OF _____)
): ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, a notary public in and for said state, personally appeared _____, known or identified to me to be the Authorized Agent and Representative of _____ (Company) the Organization that executed the above instrument and acknowledged to me that such Organization executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Notary Public, State of _____
Residing at: _____
Commission expires: _____