

# INFORMATION SHARING AGREEMENT

This Information Sharing Agreement ("Agreement") is entered as of the 29<sup>th</sup> day of December, 2010, by and between Custer County, South Dakota ("Custer County"), the County of Pennington, South Dakota ("Pennington County") and City of Rapid City, South Dakota ("the City").

WHEREAS, Custer County is the owner or party responsible for the control and maintenance of GIS information for Custer County, South Dakota, which includes, but is not limited to tax parcel, address and street data, and other related information.

WHEREAS, the City is the owner or party responsible for the control and maintenance of GIS information for the joint City and Pennington County, South Dakota Geographic Information System, which includes, but is not limited to tax parcel, address and street data and other related information; and

WHEREAS, Custer County desires to share GIS information with the City for the sole and exclusive benefit of the City and Pennington County, and the City and Pennington County desires to share GIS information with Custer County for the sole and exclusive benefit of Custer County pursuant to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Purpose:**

This purpose of this Agreement is to outline the general terms and conditions of cooperation between the parties in the overall sharing certain data and information owned or in the legal possession of each party hereto.

**2. Term:**

The term of this Agreement shall begin on the 29<sup>th</sup> day of December, 2010 and shall continue, unless terminated by request of one of the parties.

**3. Termination:**

Any party may terminate this Agreement for any reason, without penalty, upon thirty (30) days' prior written notice to the other party or upon mutual agreement.

**4. Sharing Agreement and Intended Use:**

a. Custer County agrees to provide the City with the following data layers for the sole and exclusive benefit of the City and Pennington County for the City's and Pennington County's E911 purposes: street centerlines, address points, fire boundaries, medical boundaries, law enforcement boundaries and other agreed upon data as requested. Data is to be provided for only the areas where the E911 coverage boundaries overlap. The City agrees to return or destroy all information received from Custer County upon termination of this Agreement.

b. The City agrees to provide Custer County with the following data layers for the sole and exclusive benefit of Custer County for Custer County's E911 purposes: street centerlines, address points, fire boundaries, medical boundaries, law enforcement boundaries and other agreed upon data as requested. Data is to be provided for only the areas where the E911 coverage boundaries overlap. Custer County agrees to return or destroy all information received from the City upon termination of this Agreement.

**5. Constraints on the Use of Shared Information:**

Custer County acknowledges that its employees and personnel will have access to proprietary information of the City and Pennington County during the term of this Agreement and agrees not to disclose any information obtained to any person or entity except as authorized herein.

The City and Pennington County acknowledges that its employees and personnel will have access to proprietary information of Custer County during the term of this Agreement and agrees not to disclose any information obtained to any person or entity except as authorized herein or as required by law.

All shared information is to be considered confidential and proprietary and is subject to the restrictions herein. The parties agree that no shared information will be sold, given or loaned to any person or entity not a party to this Agreement without the express written consent of the owner of the information.

All shared information is provided solely for the benefit of the receiving party and exclusively for planning purposes. **The parties expressly acknowledge and understand that the shared information represents estimated locations and is not meant to replace field identification. Any reliance upon the shared information will be at the sole and exclusive risk of the relying party.**

**6. Security:**

Each party shall employ industry best practices, both technically and procedurally, to protect the other party's data from unauthorized physical and electronic access. Methods and procedures utilized in furtherance of this obligation are subject to annual review by each party to this Agreement.

**7. Access:**

Access to shared information provided hereunder shall be limited to those employees and staff members with a defined business need for review of the shared information.

**8. Notification of Security Breaches:**

In the event of any breach or compromise of the security or confidentiality of data where information was or is reasonably believed to have been accessed by an unauthorized person or entity, immediate notification shall be provided to the owner and all reasonable action shall be taken to mitigate the security breach.

**9. Indemnification:**

Each party ("Indemnifying Party") will indemnify, hold harmless and defend the other party ("Indemnified Party") from all third party claims, liabilities, fines, interest, costs, expenses and damages (including reasonable attorney fees) incurred by the Indemnified Party arising out of any act or omission of the Indemnifying Party during the term of the Agreement. If the claims, liabilities, fines, interest, costs, expenses and damages are caused by the joint or concurrent negligence of the parties, the parties shall bear the loss in proportion to their respective degree of negligence.

**10. No Warranties:**

The parties make no representations or warranties, either expressed or implied, with respect to the accuracy, completeness or appropriateness of the data, materials or documents submitted by one party to the other for use hereunder.

**11. Limitation of Liability:**

Neither party shall be responsible for any action, cost, loss or liability whatsoever arising from the reliance on or use of any data, materials or documents submitted by one party to the other for use hereunder. Neither Custer County nor the City nor Pennington County shall be liable to each other for any special, consequential, incidental, indirect, punitive or exemplary damages.

**12. Miscellaneous:**

- a. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of South Dakota, without regard to conflict of law principles.
- b. **Assignment.** The parties hereto may not assign their respective rights, duties and obligations without the prior written consent of the other party.
- c. **Severability, Entire Agreement and Amendments.** The invalidity in whole or of any part of this Agreement shall not affect the validity of the remainder of the Agreement. This written Agreement represents the complete agreement of the parties and shall not be modified except by an instrument in writing signed by Black Hills and City.
- d. **Notices.** All notices under this Agreement must be in writing and sent by certified mail, return receipt requested as follows:

Custer County  
 Attn: Chris Nichols  
  
 420 Mt. Rushmore Rd  
 Custer, SD 57709

City of Rapid City  
  
 Attn: Director of Community Resources  
 300 6<sup>th</sup> St  
 Rapid City, SD 57701

or to such other addresses as either party shall notify the other of in writing.

- e. **Counterparts.** This Agreement may be signed in any number of counterparts and by signatures transmitted electronically, each of which shall be deemed an original and which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

**CUSTER COUNTY, SOUTH DAKOTA**

**PENNINGTON COUNTY, SOUTH DAKOTA**

Leonard Wood  
(signature)

\_\_\_\_\_  
(signature)

LEONARD WOOD  
(print name)

\_\_\_\_\_  
(print name)

Chairman  
(title)

\_\_\_\_\_  
(title)

12.29.10  
(date)

\_\_\_\_\_  
(date)

**CITY OF RAPID CITY, SOUTH DAKOTA**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)