

AGREEMENT WITH GOVERNMENT AGENCIES ATTORNEYS, REALTORS, SURVEYORS, TITLE INSURANCE AGENCY, OR UNDERWRITERS, AND APPRAISERS

THIS AGREEMENT made and entered into this _____ day of _____, _____, by and between the County of Sarpy, a political subdivision of the State of Nebraska (hereinafter "County"), and _____ (hereinafter "Contractor"), is as follows:

WHEREAS: County desires to allow access to County public records and Contractor desires to obtain such information speedily, efficiently, and conveniently for use only in connection with Contractor's professional work as: a member of the Nebraska Bar Association and a practicing attorney engaged in the private practice of law; a realtor engaged in the sale of real property; a surveyor in verifying that the owner, legal and lot size are correct; a Government Agency; or, as a licensed title insurance agency, underwriter, and/or appraiser in establishing a current market value. To achieve those ends, County proposes to provide certain services and facilities of County's Information Systems Department, and Contractor proposes to reimburse County its costs.

IN CONSIDERATION of the mutual promises herein contained, County and Contractor agree as follows:

1. SERVICES PROVIDED BY COUNTY.
Access and equipment parameters shall be as follows:
 - 1.1 County shall provide Contractor with access to Sarpy County's Premium Services Website, on the terms and conditions herein contained. It is understood that County shall provide no programming or processing services hereunder.
 - 1.2 County shall provide central site equipment to allow connection to Sarpy County Premium Services Website.
 - 1.3 County will provide limited technical support to Contractor only for the purpose of connecting to the Sarpy County Premium Services Website. Contractor must be using the most current version of Microsoft® Internet Explorer.

2. TERMS AND CONDITIONS OF COUNTY'S SERVICES.

The following terms and conditions of service are agreed to between the parties.

- 2.1 "Access", as used in this Agreement, means the ability of Contractor to use Sarpy County's Premium Services Website for the purpose and in the manner herein described through Contractor's own personnel without the participation of County in connection with programming, retrieving, or processing information, and without any services by County other than permitting the use of Sarpy County Premium Services Website by Contractor as herein provided.
- 2.2 Except as otherwise provided in this paragraph. Contractor shall have access to Sarpy County's Premium Services Website anytime. The County performs an update on a daily basis between 5:00 am and 7:00 am Central Standard Time and the Contractor may see some interruption of service.
- 2.3 County shall not be liable or responsible in any manner for any interruptions in services or access hereunder, except to correct the same as expeditiously as possible.
- 2.4 IT IS EXPRESSLY UNDERSTOOD that Contractor's access Sarpy County's Premium Services Website shall be exclusively for the purpose of retrieving information for Contractor's internal office use in connection with Contractor's professional work in the private practice of law, in the sale of real property or in verifying real property information, and the information retrieved shall be such information from District Court cases, real property ownership, taxation and liens which is contained in the County's electronic records and which is subject to disclosure under the Public Record Laws of the State of Nebraska. Such information shall not include, however, information which, as a condition for disclosure, requires recollection of data regarding the recipient, and the obtaining and recording of the signature of the recipient. In no event shall Contractor use its access under this agreement to alter any information contained within Sarpy County's Premium Services or anywhere else.
- 2.5 In the event Contractor uses the Premium Services for any purpose other than those agreed upon above, as determined at County's discretion, or in any other way misuses the system or information obtained therefrom, County may immediately terminate this Agreement, effective upon written notice. In addition to the remedies set forth in this paragraph. County shall also have any and all remedies provided by law for any misuse or resale of information, misconduct, or breach of this agreement by Contractor, its officers, agents or employees.

5. TERM AND TERMINATION.

This Agreement will become effective subject to approval and execution by an authorized representative of County on the date the specified equipment provides access and will continue in force until terminated by either party at any time upon sixty (60) days written notice to the other, subject also to County's termination rights under Sections 2.5 and 4 hereof. Either party, however, shall have the immediate right to terminate the agreement if the other party commits a material breach hereof. Section 4 shall survive any termination hereof.

6. ASSIGNMENT.

Contractor may not assign its rights or obligations under this agreement without the written consent of County.

7. NOTICE.

Any notices or other writing which this agreement requires either party to give the other may be delivered or sent by regular mail, addressed as follows:

If to County:

**Sarpy County
Director of Information Systems
1210 Golden Gate Drive Suite 1129
Papillion, NE 68046
(402) 593-2325**

If to Contractor:

Company Name	
Address	
Address 2	
City, State, Zip	
Contact Name	
Contact Phone #	
Contact Email:	

Any notice or writing which is sent by mail shall be deemed given when mailed.

8. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understanding and agreements, oral or written, relating hereto. Any amendment hereof must be in writing and signed by both parties. Contractor declares any acts of business to preauthorize or resolutions allowing Contractor to enter into this agreement have been properly taken and enacted.

9. SEVERABILITY.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity, and enforceability of all the remaining provisions shall not be affected thereby.

10. NON-WAIVER.

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

11. GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of Nebraska.

12. DISCLAIMER OF WARRANTIES - NON-LIABILITY OF COUNTY AND INDEMNIFICATION AGREEMENT.

COUNTY MAKES NO WARRANTIES OF ANY KIND, expressed or implied, including but not limited to, any implied warranties of merchantability and fitness for a particular service.

12.1 Contractor assumes sole responsibility for all use of data obtained by Contractor's access to facilities of Sarpy County's Premium Services Website.

12.2 IN NO EVENT SHALL COUNTY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES OR AGENTS (ACTING IN THEIR OFFICIAL CAPACITY WITHIN THE SCOPE OF THEIR EMPLOYMENT) BE LIABLE FOR ANY DAMAGES ARISING OR ALLEGED TO ARISE FROM ACTIVITIES OF COUNTY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES OR AGENTS, OR CONTRACTOR, ITS OFFICERS, EMPLOYEES, OR AGENTS, OR A THIRD PARTY, HEREUNDER, INCLUDING LOST SAVINGS, LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES RELATING TO CONTRACTOR'S RIGHTS UNDER THIS AGREEMENT, EVEN IF COUNTY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 12.3 Further, Contractor AGREES TO INDEMNIFY AND HOLD HARMLESS County, its elected officials, employees and agents, from any and all costs, loss and liability, including reasonable settlements, arising from any and all claims, suits or actions arising or allegedly arising from the services or activities of County, its elected officials, employees and agents (acting in their official capacity within the scope of their employment), or Contractor or its officers, employees, or agents hereunder. The INDEMNIFY AND HOLD HARMLESS promises hereby made by Contractor shall apply to any claims, suits or actions by officers, employees or agents of Contractor as well as claims, suits or actions of third parties.
- 12.4 Each party hereby warrants that it and its agents, employees and assignees shall comply with all applicable Federal, State, or local laws and regulations governing the activities contemplated by this agreement.
13. Non-Discrimination Clause.
Pursuant to Neb Rev. Stat. §73-102 (Reissue 1996), Contractor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. §1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb Rev. Stat. §48-1101, et seq., (Reissue 1998), in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
14. Conflict of Interest Clause.
Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

Signatory Page

Agreement with Government Agencies, Attorneys, Realtors, Surveyors, Title Insurance Agency, or underwriters, and Appraisers.

SIGNED this _____ day of _____, _____
(month) (year)

CONTRACTOR: _____
(Company Name)

By: _____
(Authorized Signatory)

Title: _____

COUNTY:

By: _____
CHAIRMAN,
BOARD OF COUNTY COMMISSIONERS

(County Clerk)

Premium Services Price Worksheet

1. **Select type of Contractor** (See Section 3.1 for definitions):

_____ Multiple User **OR** _____ Single User

2. **Select Service Level(s):**

_____ All Services **OR** _____ Property Lookup
 _____ Register of Deeds Lookup
 _____ District Court Cases (Historical)
 _____ Special Assessments
 _____ Personal Property
 _____ Plats, Maps, and GIS

Total Number Selected

3. **Look Up Yearly Fee:**

Use the appropriate table (by Contractor Type) below to determine the yearly fee. After determining the appropriate fee, enter that amount into the blank in Section 3.3.

Contractor Type is SINGLE USER					
All Services	1 Service	2 Services	3 Services	4 Services	5 Services
\$960.00	\$240.00	\$480.00	\$720.00	\$960.00	\$1,200.00
Contractor Type is MULTIPLE USER					
All Services	1 Service	2 Services	3 Services	4 Services	5 Services
\$1,920.00	\$480.00	\$960.00	\$1,440.00	\$1,920.00	\$2,400.00

4. **Pro-Rate Fee to July 1st:**

Use the following table to multiply the amount from Step 3 by the Month Service will begin.

(See Section 4 for details)

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1.000	0.917	0.833	0.750	0.667	0.583	0.500	0.417	0.333	0.250	0.167	0.083