

AGREEMENT FOR ACCESS TO DELINQUENT TAX INFORMATION AND ASSOCIATED PROPERTY RECORDS

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 delinquent tax records and Contractor desires to obtain such information speedily, efficiently, and conveniently for use only in connection with Contractor participation in County Treasurer's annual tax sale. To achieve those ends, County proposes to provide certain services and facilities of County's Information Systems Department (hereinafter "IS"), 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 IS's network on the terms and conditions herein contained. It is understood that County shall provide no programming or processing services hereunder.
- 1.2 County will provide Contractor with specifications for equipment to insure the compatibility of such equipment with the equipment of IS (see attachment). Contractor shall secure the specified equipment at Contractor's expense and any third party network provider required. County shall provide central site equipment to allow connection to IS network.

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 network of IS 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 IS network by Contractor as herein provided.
- 2.2 Except as otherwise provided in this paragraph. Contractor shall have access to County's network anytime on regular County business days and Presidents', Arbor, Columbus, and Veterans' Day holidays; provided, however, Contractor's access to the network shall be subject to the requirements of County work and

other regular IS services (which currently occurs for at least one (1) hour between 5:00 p.m. and 10:00 p.m. daily).

- 2.3 In the event County's need for access to the network is any time inconsistent with Contractor's access. Contractor agrees to immediately yield access to IS upon oral request. In such case, County agrees that IS shall give prompt oral notification to Contractor or third party network provider when Contractor's access may be resumed. 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 to said network shall be exclusively for the purpose of retrieving information for Contractor's internal office use in connection with Contractor's professional work in connection with the County Treasurer's annual tax sale and the information retrieved shall be such information from real property ownership, taxation and liens which is contained in County's network 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 IS.
- 2.5 In the event Contractor uses the network 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 there from, 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.
3. **COST OF COUNTY SERVICES**
Contractor shall pay to County a flat fee of \$125 which entitles Contractor to unlimited time on IS network through April 6, 2011, the final day of the public tax sale. Contractor may stay on for the duration of the day and perform as many transactions as required by contractor.
4. **BILLING AND PAYMENT**
Payment of fee must be made prior to receiving service.
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 on April 6, 2011.

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
Papillion, NE 68046-2845
(402) 593-2325
Email: mark@sarpy.com**

If to Contractor:

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 County's IS.

 - 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.

Signatory Page

Agreement for access to Delinquent Tax Information and Associated Property Tax Records.

SIGNED this _____ day of _____, _____
(MONTH) (YEAR)

CONTRACTOR: _____
(Company Name)

By: _____
(Authorized Signatory)

Title: _____

COUNTY:

By: _____
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

(County Clerk)

APPROVED AS TO FORM:

(Deputy County Attorney)

Return Information

Please send signed agreement copy and check to the following address:

**Attn: Rene Dreiling
c/o Sarpy County Treasurer
1210 Golden Gate Drive
Papillion NE 68046-2893**

Email: rdreiling@sarpy.com

Upon receipt the Sarpy County Information Systems department will forward a password via email that will give you access to the delinquent tax information. First day of publication in newspapers should be on February 9, 2011 and first day of access should coincide with the publication date.