

Blue Earth County Taxpayer Services On-Line Access Agreement

THIS AGREEMENT, by and between the County of **Blue Earth**, Minnesota, a municipal corporation, by and through **Blue Earth County Taxpayer Services**, hereinafter collectively referred to as "**Taxpayer Services**," and, _____ hereinafter referred to as "User."

WITNESSETH:

WHEREAS, County maintains information within the Taxpayer Services Office which is of assistance to various entities and individuals; and

WHEREAS, User desires to access information pertaining to real property for its own use at a price sufficient to permit Taxpayer Services to recover its costs of labor and material as well as depreciation of in-house resources; and

WHEREAS, User understands that changes and adjustments are made in the official records from time to time which may be in process at any given time and the information received by User will be subject to such changes and adjustments;

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained herein, Taxpayer Services and User hereby agree as follows:

I. Scope of Services

A. County's Responsibilities:

1. Taxpayer Services agrees to provide User access to certain public information contained within computer files of Blue Earth County as indicated below:
 - a. Real Estate Grantor/Grantee indexes – Dates as listed in User News area of the Laredo Software Program.
 - b. Real Estate Tract Index – Dates as listed in User News area of the Laredo Software Program.
 - c. Real Estate Document Images – Dates as listed in User News area of the Laredo Software Program

The obligation to provide such access is subject at all times to the obligation of Taxpayer Services to fulfill the statutory duties. Taxpayer Services obligations and User rights under this agreement are secondary to the statutory duties of Taxpayer Services.

Service will be provided to User, on a non-guaranteed basis, excluding scheduled maintenance as designated from time to time by Taxpayer Services or by the County Information Systems at its sole discretion.

2. Taxpayer Services reserves the right to add additional databases, and to offer them to User at the sole discretion of Taxpayer Services. User access to any additional information shall be evidenced by a new writing that shall be incorporated into the Agreement and made a part hereof.
3. Taxpayer Services will furnish to User information concerning computer hardware and software that Taxpayer Services reasonably believes to be compatible with the County's computer system.

B. User Responsibilities:

1. Payment is due before access is allowed. Payment will be put into an escrow account. Checks will be made payable to Blue Earth County Taxpayer Services and sent to P.O. Box 3567, Mankato, Minnesota, 56002-3567. Advance payments required. Escrow account required.
2. User agrees to keep User password confidential. User shall notify Taxpayer Services immediately of any loss, theft, or unauthorized use of User password. A password may be changed and coordinated through Taxpayer Services.
3. User shall not in any way enhance, or alter public records accessed, or attempt to do so, or disclose any confidential information contained thereon.

II. Consideration and Terms of Payment

- A. In consideration for Taxpayer Services providing User with direct access to Laredo as indicated within this agreement, User shall pay to Taxpayer Services as follows:

	County Charge to End-User	Overage Charge*	Plus Per Print
Level I: 0-250 minutes	\$50/mo	.20/minute	0.35
Level II: 251-1000 minutes	\$100/mo	.15/minute	0.35
Level III: 1001-3000 minutes	\$200/mo	.12/minute	0.35
Level IV: 3001-6000 minutes	\$300/mo	.10/minute	0.35
Level V: Unlimited	\$500/mo		0.35

* Overage charge: Per-minute charge for each minute over the plan that was originally signed-up for.

Only one person can use the password at a time. If additional passwords are needed, additional fees will be imposed.

Upon receipt of initial payment, User will be given a password.

The User will determine which level of the plan will fit their needs. A User can change their access level on the 1st of each month by notifying Taxpayer Services within the last week of previous month.

B. Effective Date of Agreement

This agreement shall be effective upon the signature date of both parties.

C. Terms of Agreement

The term of this agreement shall commence as of the 1st day of _____, 20_____.

If during the term of this agreement, the Blue Earth County Board of Commissioners fails to appropriate sufficient funds to carry out Taxpayer Services obligations under this agreement, this agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to User.

D. Limitation

The index is not construed to be true and complete; rather it is a working copy subject to error, omission, and future modification.

Taxpayer Services does not warrant the correctness or validity of the computer records. Additionally, there are no warranties, guarantees, or representations as to the suitability of the information for User purposes, or that use of the program or information will be without defect. (No consultations or advice is provided with records accessed.)

Taxpayer Services does not warrant or guarantee the performance of the main computer system, the telephone lines, or any equipment in connection or in association with either or both of the foregoing. Taxpayer Services shall have no obligation or liability whatsoever concerning any aspect of the telephone lines, including, without limitation, the installation, de-installation, repair, operation, malfunctioning, maintenance, implication, or circumstances regarding injury to personal property and/or signal/data transmission quality or deficiencies.

User Agrees that it shall not reproduce, market or in any way re-use such program information as independent "stand-alone" information without the express written consent of Taxpayer Services, and User shall not acquire any proprietary rights to such computer program information.

E. Consequential, Incidental, Special or Indirect Damages

In no event will Taxpayer Services be liable to User or anyone else for any consequential, incidental, special, or indirect damages including, but not limited to, monetary losses incurred from inconvenience, delay, or loss of the use of the service.

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with the Taxpayer Services and User. Neither User, nor its employees, agents, subcontractors, or representatives shall be considered employees, agents or representatives of Taxpayer Services.

F. Inability to Access Data

User agrees Taxpayer Services shall not be liable for any delay or inability to access the computer data directly or indirectly, caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other causes beyond reasonable control of User and Taxpayer Services.

G. Data Practices

Taxpayer Services provides data to User for the public benefit as defined in Minn. Stat. 13.85. Taxpayer Services and User and their agents and employees agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13.

H. Subcontractors or Assignments

User shall not subcontract any computer data access rights of User made available under this Agreement, nor assign the Agreement without the prior written approval of Taxpayer Services. This agreement shall not be construed to either authorize or prevent the User from making duplicates or copies of any material received pursuant to this agreement and any such copies or duplicates so made by User shall be at User's risk and expense and EXCLUSIVELY for User's sole use. User may NOT wholesale or retail copies of any materials received nor provide them free of charge to any person, firm, company, association, corporation, business, partnership, or any other individual or entity of any nature whatsoever.

I. Termination

This Agreement may be terminated by either party, with or without cause, upon 30 days' written notice, starting on the 1st of a month, and only effective at the end of the current quarter. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination.

J. Controlling Law

This Agreement is to be governed by the laws of the State of Minnesota.

K. Successors and Assigns

Taxpayer Services and User, respectively, bind themselves, their partners, successors, assigns, and legal representatives the other party to the Agreement and to the partners, successors, assigns, and legal representatives or such other party with respect to all covenants of this Agreement.

L. Separability

In the event any provision of the Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

M. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between Taxpayer Services and User relating to the Laredo software program.

N. Automatic Renewal

This agreement shall be automatically renewed upon like terms for successive calendar year periods.

(REST OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Date: _____

Circle Level of Usage: I II III IV V

USER: _____

BY: _____

Address: _____

SUBSCRIBER USER: _____

BY: _____

Phone: _____

Fax: _____

Email: _____

Username: _____

Password: _____

Please designate a short username and password

TAXPAYER SERVICES:

Date: _____

BY: _____

Patty O'Connor
Director of Taxpayer Services

PO/
12-22-09
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