

# Memo

To: Plan Commission, Village Board

Fr: Trevor Fuller, Director of Planning and Community Development

Re: ACTION RE: MUNICIPAL ON-LINE ACCESS AGREEMENT WITH BROWN COUNTY REGISTER OF DEEDS

Date: 15 September 2022

The Village of Allouez would like to enter into a contract with Brown County for access to Laredo online search index. Laredo is an online search application that provides access to recorded documents. Currently, staff needs to go downtown to the Brown County Register of Deeds office to request recorded information. Having access at the Village Hall would save staff time.

The agreement would waive the fee for the first user and charge \$0.50 for printed copies. It is suggested that the village only have one user at this time and use the service for internal use. Members of the public would still be directed downtown if they wish for access to the information.

The attached agreement is the standard agreement used by Brown County. Counsel is reviewing the agreement. Staff is requesting approval of the agreement contingent on no significant changes proposed by counsel.

**The Village Board is asked to review the agreement and approve contingent on Counsel approval or provide comment and table for any revisions to be made.**

**MUNICIPAL ON-LINE ACCESS AGREEMENT  
WITH BROWN COUNTY REGISTER OF DEEDS**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **County of Brown**, a municipal corporation (hereinafter referred to as "**COUNTY**"), and \_\_\_\_\_, a MUNICIPALITY in Brown County (hereinafter, "**PURCHASER**"),

**WITNESSETH:**

**WHEREAS, COUNTY**, whose address is 305 E. Walnut St., Green Bay, WI 54301, (P.O. Box 23600, Green Bay, WI 54305-3600), maintains a Register of Deeds Office (herein after referred to as **ROD**) as is required by Wisconsin Statutes; and

**WHEREAS, COUNTY** may enter into on-line access contracts to provide access to the documents pertaining to real property recorded in the Register of Deeds office to municipalities, individuals and private companies; and

**WHEREAS, PURCHASER**, is desirous of obtaining Internet access to documents pertaining to real property at a price sufficient to permit **COUNTY** to recover its costs of labor and material as well as a reasonable allowance for depreciation of plant and equipment.

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, **COUNTY** and **PURCHASER** do agree as follows:

1. The term of this agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ and shall terminate as of the thirty-first day of December, 20\_\_\_\_ unless sooner agreed to by the parties. Either party may cancel this agreement at any time upon sixty (60) calendar days advance written notice, during the original term or any renewal, for any reason or for no reason. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless canceled by either party as provided herein, this agreement shall be automatically renewed upon like terms, except as otherwise noted in this document, for successive calendar year periods, the first such renewal term being that for the calendar year \_\_\_\_\_.

2. **COUNTY** agrees to furnish to **PURCHASER** Internet access to real estate records maintained in her office. The obligation to provide such access is subject at all times to the Register of Deeds statutory duties, and **COUNTY's** obligations. The **PURCHASER's** rights under this agreement are secondary to the statutory duties of the Register of Deeds.

3. The real property index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification. **COUNTY** is in no way a guarantor or warrantor of the accuracy or completeness of the information set forth therein and specifically disclaims any liability regarding the same. **PURCHASER** shall receive notice via email of any computer problems that may affect this access.

4. **COUNTY** will bill **PURCHASER** monthly for fees due under paragraph 5. Payment by **PURCHASER** is due 20 days from the date of the invoice. Payments not received by that date will bear interest at the rate of 12 percent per annum, pro-rated for the period from date of issuance of the bill to the date payment is received.

5. The monthly fee of \$500 for one unlimited online access is waived. Additional licenses may be purchased as follows; second user \$50 per month, each additional user after the second is \$100 per month. There is no fee to view images. However, there will be a charge of \$ .50 per printed page to cover image maintenance.

6. This agreement shall not be construed to impose any penalty, obligation or loss on **COUNTY** for its failure to transmit a copy of any particular document and **PURCHASER** shall indemnify, defend and hold harmless **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which **PURCHASER**, its officers, employees, agencies, boards, commissions and representatives or any third parties who have relied upon such transmittals may sustain, incur or be required to pay by reason of **COUNTY** failing to transmit a copy of any document required to be provided under this agreement.

7. **PURCHASER** shall not assign or transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of **COUNTY**. This agreement shall not be construed to either authorize or prevent **PURCHASER** from making duplicates or copies of any material received pursuant to this agreement and any such copies or duplicates so made by **PURCHASER** shall be at **PURCHASER'S** risk and expense and **EXCLUSIVELY** for **PURCHASER'S** sole use. **PURCHASER** 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.

8. If during the term of this agreement, the Brown County Board of Supervisors shall fail to appropriate sufficient funds to carry out **COUNTY'S** 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 **PURCHASER**.

9. It is expressly understood and agreed by the parties that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

10. Notices, bills, payments, invoices and reports required by this agreement shall be deemed delivered as of the date of postmark if sent via first class mail, postage prepaid. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

11. In no event shall the acceptance of any payment required by this agreement constitute or be construed as a waiver by **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of **PURCHASER** and the acceptance of any such payment by **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

12. **PURCHASER** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so, and, if a corporation, Limited Liability Company or other impersonal entity, that the name and address of **PURCHASER's** registered agent is \_\_\_\_\_. If a corporation, Limited Liability Company or other impersonal entity **PURCHASER** shall notify **COUNTY** immediately, in writing, of any change in its registered agent, his or her address, and **PURCHASER'S** legal status.

13. The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, **COUNTY** and **PURCHASER**, each by their authorized agents, have executed this agreement as of the day and date by which all parties hereto have affixed their respective signatures.

**FOR PURCHASER:**

Date Signed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

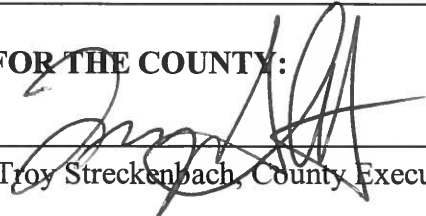
Print name under signature

\_\_\_\_\_ Phone

\_\_\_\_\_ E-Mail

**FOR THE COUNTY:**

Date Signed: 10/27/2020

  
\_\_\_\_\_  
Troy Streckenbach, County Executive

**LAREDO CONTACT PERSON**

**NAME** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**E-MAIL** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

Cheryl Berken, Register of Deeds