

Memo

To: Village Board

Fr: Trevor Fuller, Director of Planning and Community Development

Re: ACTION RE: APPROVAL OF MUNICIPAL ONLINE ACCESS AGREEMENT WITH BROWN COUNTY FOR LAREDO SOFTWARE

Date: 02 February 2023

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. Village Counsel has reviewed the agreement and provided the below notes, but no concerns. Staff is recommending approval of the agreement.

Village Counsel Comments:

- P1. The contract runs until 12/31/27 and can be terminated on 30 days' notice (vs 1 year - 60 days' notice).
- P4. The Laredo account must be set up within 21 days of signing, or access will be suspended.
- P5. There is \$.50 charge per printed page. The county can change fees on 30 days' notice.
- P.7 has new terms as to use restrictions.
- I have no basis to comment on pricing. Please be sure to fill in any blanks including NA if appropriate.

The Village Board is asked to review the agreement and approve staff to enter into the agreement with Brown County Register of Deeds.

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

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between **Brown County**, a local government entity (hereinafter referred to as "**COUNTY**"), and _____ (Municipality Name), _____ (Municipality Address), a MUNICIPALITY in Brown County (hereinafter, "**PURCHASER**").

WHEREAS, COUNTY, whose principal place of business is located at 305 E. Walnut St. in Green Bay, WI 54301 (P.O. Box 23600, Green Bay, WI 54305-3600), maintains a Register of Deeds office consistent with Section 59.20 of the Wisconsin Statutes; and

WHEREAS, per Wisconsin State Statute s.59.43(2)(c). The Register of Deeds is authorized to enter into on-line access contracts to provide access to the documents pertaining to real property recorded in the Register of Deeds office to individuals and private companies; and

WHEREAS, PURCHASER is desirous of obtaining on-line access pertaining to real property, as permitted by s.59.43(2)(c), Wis. Stats., at a price sufficient to permit **COUNTY** to recover its costs of labor and material as well as a reasonable allowance for plant and depreciation of equipment used.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, **COUNTY** and **PURCHASER** do agree as follows:

1. The term of this agreement shall commence **upon signing** and shall terminate as of the thirty first (31st) day of December 2027. Either party may cancel this agreement at anytime for any reason or for no reason upon thirty (30) calendar days advance written notice during the term. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation.
2. Register of Deeds agrees to furnish to **PURCHASER** On-line access to real estate records maintained in Register of Deeds office. The obligation to provide such access is subject at all times to the obligation of the Register of Deeds to fulfill the office's statutory duties and **COUNTY**'s obligations. **PURCHASER**'s rights under this agreement are secondary to the statutory duties of the Register of Deeds.
3. **PURCHASER** understands and acknowledges that the Real Estate Index is not represented to be true and complete; rather it is a working copy, subject to error, omission and future modifications. Purchaser further understands and acknowledges that **COUNTY** is in no way a guarantor or warrantor of the accuracy or completeness of the information set forth in the index, and **COUNTY** specifically disclaiming any liability therefor. Purchaser shall receive notice via email of any computer problems that may affect this access. Failure of **COUNTY** to provide any notice of computer problems that may affect this access shall not be considered a breach of this Agreement, nor shall it subject **COUNTY** or the Register of Deeds to any liability, express or implied.

4. In exchange for being provided access to the Real Estate Index, **PURCHASER** agrees the **COUNTY** will invoice **PURCHASER** for monthly fees due under (5). Payment by **PURCHASER** is due twenty (20) days from the date of the invoice. Payments not received by that date will result in access being suspended until payment is received in full. Invoices will be provided via Laredo Connect, a website for which the **PURCHASER** will be required to create an account at no additional charge. Laredo Connect accounts must be created within 21 days of when this agreement is signed. Failure to do so will result in Laredo access being suspended until the **PURCHASER** complies.
5. The monthly fee of \$500.00 for one unlimited online access is waived. Additional licenses may be purchased as follows; second user \$50.00 per month, each additional user after the second is \$100.00 per month. There is no fee to view images. However, there will be a charge of \$.50 per printed page to cover image maintenance. **COUNTY** may change the fees upon thirty (30) days advance Notice to **PURCHASER**.
6. This agreement shall not be construed to impose any penalty, obligation or loss on Register of Deeds for its failure to transmit a copy of any particular document, unless through willfulness, 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, including attorney fees, which **PURCHASER**, its officers, employees agencies, boards, commissions and representatives, or any third-party, 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** agrees that it will not access any **COUNTY** information or data available through the Laredo software except by means of the Laredo client user interface. **PURCHASER** agrees that it will not utilize ANY form of robotic software, screen scrapers, harvesting software, internet protocol sniffers, attempt to identify IP addresses or use any software or process designed to circumvent the human being use of the Laredo software. Such activity will be monitored by Laredo software vendor and such activity, if detected will Immediately terminate this Agreement. The above may be viewed as theft under applicable Wisconsin State Statutes and subject to criminal penalties.
8. **PURCHASER** shall not assign or transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of Register of Deeds. 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.
9. 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 or obligation of any kind to **PURCHASER**.

10. 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, and any said disagreement or controversy shall be resolved in Brown County Circuit Court.
11. Notices, invoices, payments, and reports required by this agreement shall be deemed delivered as of posting on Laredo Connect, outlined in (5). It shall be the duty of the subscriber to access invoices by Laredo Connect within the number of days defined in #5.
12. 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.
13. **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. **PURCHASER** shall notify **COUNTY** immediately in writing of any change in his, her, or its address, and **PURCHASER'S** legal status.
14. The parties agree that there shall be no assignment of transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.
15. 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.
16. **DISCLAIMER ON ACCURACY AND COMPLETENESS OF INFORMATION;**

While the **COUNTY** uses reasonable efforts to provide accurate and up-to-date information, some of the information provided is gathered by third parties and has not been independently verified by the **COUNTY**. **PURCHASER** agrees that all use of these services is at **PURCHASER'S** own risk and that the **COUNTY** will not be held liable for any errors or omissions contained in the content of its services.

Although the information found on this system has been produced and processed from sources believed to be reliable, no warranty, express or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of information. **COUNTY** provides this information on an "as is" basis and expressly disclaims any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights, or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy and completeness of any information. **COUNTY** does not represent or warrant that access to the service will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information. **COUNTY** assumes no liability or responsibility for the quality, content, accuracy, or completeness of the information, text, graphics, links and any other items contained on this service or any other system or service.

In no event shall the **COUNTY** be liable for any special, indirect or consequential damages or any damages whatsoever, whether direct, indirect, consequential, incidental or special, or any claim for attorney's fees resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of, or in connection with, the use of information available from the **COUNTY**, or the

inability to use the information on this service, even if **COUNTY** is advised of the possibility of such damages.

The information, documents and related graphics published on this service could include technical inaccuracies or typographical errors. Changes are periodically made to the information herein. The **COUNTY** may make improvements and/or changes in the services and/or the content(s) described herein at any time.

17. The materials contained on this service have been compiled from a variety of sources and are subject to change without notice. Commercial use or sale of the materials contained on this service is prohibited without the express written consent of **COUNTY**. Changes may periodically be made to the information and these changes may or may not be incorporated in any new version of the publication. If you have obtained information from a source other than this site, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of-date.
18. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

COUNTY and PURCHASER, each by their authorized agents, hereto having read and understood the entirety of this agreement consisting of five typewritten pages, have executed this agreement as of the day and date by which all parties hereto have affixed their respective signatures.

FOR PURCHASER:

DATE:

Signature

Print Name

Billing Address

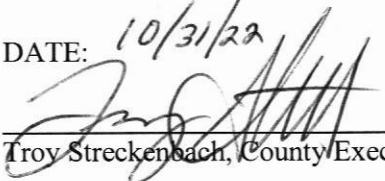
Laredo Contact Person

Phone

E-Mail

FOR THE COUNTY:

DATE: 10/31/22



Troy Streckenbach, County Executive

REGISTER OF DEEDS:

DATE:

Cheryl Berken