

**PUBLIC INFORMATION DISCLOSURE AGREEMENT****ACXIOM / Laramie County, Wyoming**

This Agreement made and entered into by and between Laramie County, P.O. Box 608, Cheyenne, Wyoming 82001 ("COUNTY") and ACXIOM Data Quick Products Group, 9620 Towne Centre Drive., San Diego, CA 92121 ("ACXIOM"). <sup>^ Corp.</sup> *CNP*

WHEREAS, the COUNTY maintains public record information concerning real property subject to assessment in Laramie County; and

WHEREAS, ACXIOM desires to access said public information on a routine basis; and

WHEREAS, COUNTY and ACXIOM desire to facilitate access to said information.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto.

**I. Term of Agreement**

1. This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until June 30, 2005.

**II. Responsibility of COUNTY**

2. COUNTY shall provide, on magnetic media, the information for property in Laramie County, Wyoming.

3. The information, current as of the statutory ad valorem tax lien date of January 1, 2004, shall be provided on or after September 1, 2004.

**III. Responsibility of ACXIOM**

4. ACXIOM agrees to pay the COUNTY, for each magnetic media information download, the sum of One hundred fifty dollars (\$150.00) within thirty (30) days of receipt of invoice.

5. ACXIOM understands and agrees the information requested is found in the unaudited computer files of the Laramie County as those files are maintained by the Laramie County Central Data Processing Office. ACXIOM further understands and agrees COUNTY assumes no responsibility or liability for errors, omissions or incomplete data. Laramie County shall, under no circumstances, be liable for any incidental, indirect or special consequential damages including but not limited to loss of use, revenues, profits or savings to listing service or any entities or individuals who receive the public information through ACXIOM.

6. ACXIOM agrees if additional modifications to any Laramie County computer program is necessary to download the information requested ACXIOM shall pay for said modifications at

*C. Anderson  
attorney*

**COPY OF RECORD**

the rate of Seventy five dollars (\$75.00) per hour. ACXIOM understands that COUNTY does not warrant or guarantee that it shall perform said modifications. If said modifications are performed ACXIOM further understands and agrees that COUNTY assumes no responsibility or liability for errors, omissions, incomplete data or other defects in said modifications. Laramie County shall, under no circumstances, be liable for any incidental, indirect or special consequential damages including but not limited to loss of use, revenues, profits or savings to ACXIOM listing service or any entities or individuals who receive the public information through ACXIOM as a result of modifications made pursuant to this paragraph.

#### **IV. General Provisions**

8. This Agreement represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements whether written or oral.

9. Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default hereof.

10. The parties hereto are independent entities, and their employees or volunteers are not to be considered agents or employees of the other.

11. All parties agree they will not discriminate against any person working under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition or national origin.

12. The parties agree all covenants, agreements, conditions, and terms contained in this Agreement shall be binding upon, apply and inure to the benefit of the successors and assigns of the respective parties hereto.

13. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.

14. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The parties hereby waive any objection a suit or proceeding brought in the foregoing forum is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason including, without limitation, insufficiency in the service of process. The parties hereby agree if either party shall bring suit hereon in any other court than the above named, the parties

shall cooperate fully in the removal, transfer or dismissal, as necessary, of any such proceeding to the end no suit concerning this Agreement shall lie, except in the aforementioned court. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement for execution of this Agreement. This provision is not intended, nor shall it be construed, to waive COUNTY'S governmental immunity.

15. COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this contract. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

16. The parties affirm, to their knowledge, no County employee has any personal beneficial interest whatsoever in the agreement described herein.

17. Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

18. To the fullest extent permitted by law, ACXIOM agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement. ACXIOM shall purchase and maintain liability insurance sufficient to cover its obligations under this provision. It is the intent of the parties that this paragraph shall not be construed as a waiver of COUNTY'S governmental/sovereign immunities as provided by all applicable laws.

19. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement.

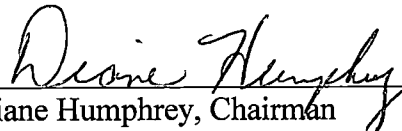
20. All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

21. By their execution each party certifies it has read and understood this Agreement, agrees to be bound by the terms hereof, they have the authority to execute and bind, and have received a signed and dated copy of the Agreement.

**PUBLIC INFORMATION DISCLOSURE AGREEMENT**  
**ACXIOM Data Quick Products Group/ Laramie County, Wyoming**

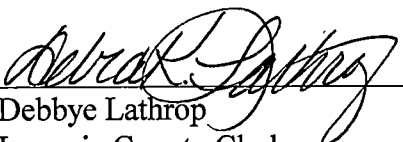
**Signature Page**

LARAMIE COUNTY, WYOMING

By:   
Diane Humphrey, Chairman  
Board of Laramie County Commissioners

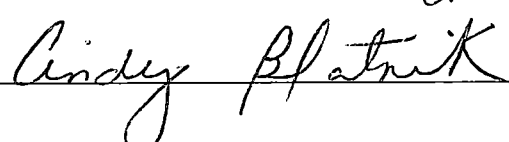
Date 2-16-05

ATTEST:

By:   
Debbye Lathrop  
Laramie County Clerk

Date: 2-16-05

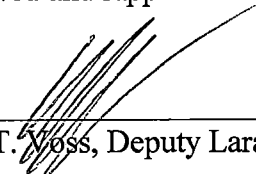
ACXIOM ~~DATA QUICK PRODUCTS GROUP~~ Corp.  
CNB

By: 

Date 2/2/05

This Agreement effective the date the last signature is affixed to this page.

Reviewed and Approved as to Form only:

  
Mark T. Voss, Deputy Laramie County Attorney

Date 1/18/05

# LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCES

1. DATE OF PROPOSED ACTION: February 15, 2005

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims  
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats  
☐ Proclamations ☐ Public Hearings/Rules & Regs ☐ Reports & Public Petitions  
☐ Resolutions ☐ Other \_\_\_\_\_

3. DEPARTMENT: Assessor

APPLICANT: ACXIOM CORP. AGENT: Brenda Arnold

4. DESCRIPTION: Consideration of Agreement to purchase 2004 property assessment data in the amount of one hundred fifty dollars (\$150.00).

Amount \$ 150 From 7/1/04 to 6/30/05

5. DOCUMENTATION: Originals and (4) four copies

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Knudson _____		Co Attny _____
Humphrey _____		Assist Co Attny _____
Ketcham _____		Grants Manager _____
Action _____		Outside Agency _____
Postponed/Tabled _____		