

040217-09

LICENSE FOR USE OF LARAMIE COUNTY AUTOMATED SYSTEMS

THIS License for use of Laramie County Automated Systems (hereinafter referred to as "License") is provided by Laramie County, Wyoming, P.O. Box 608, Cheyenne, WY 82003-0608 (hereinafter referred to as "COUNTY"), for the benefit of the Laramie County Information Technology to Ernst Appraisal Group, Inc., 217 West 18th Street, Cheyenne, Wyoming 82001 (hereinafter referred to as "USER").

WHEREAS Laramie County maintains a number of computerized systems maintaining information of interest to non-County agencies, businesses, and individuals.

WHEREAS In cases where the information is not protected from public access by law or regulation, the County may choose to make the information available by direct on-line access through a connection to a computer network or with data extracts of special reports on diskette, tape or printed reports.

WHEREAS the County may, at its sole discretion, offer a license to individuals or organizations enabling them to make use of such information as the County may offer under certain conditions

TERMS OF LICENSE

1. **This License is revocable at the will of County.** By acknowledgment through signature below, USER understands and consents that revocation may occur at any time without notice.
2. In no event will the COUNTY be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenues, profits, savings or business as a result of the provision of or cessation of information obtained under this License.
3. On-line access will be permitted only to systems and/or under conditions in which data security and the security of COUNTY systems can be insured.
4. COUNTY assumes no liability for errors, omissions, inaccuracy or incompleteness of data acquired pursuant to this License. If verified or certified data is required USER shall contact the appropriate COUNTY office.
5. Laramie County Information Technology shall be the agency responsible for managing COUNTY'S computer systems.
6. USER understands and agrees that on-line access, files, reports or information are made available for the convenience of USER generally from un-audited working files.

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attorney
budget

7. COUNTY'S computer files and systems are maintained for the operational support of COUNTY'S agencies and staff. USER is not guaranteed any specific hours of access, response times or other levels of service. USER agrees that access or other services may be temporarily or permanently revoked at any time, in COUNTY'S sole discretion, if COUNTY determines that the provision of the services or access is interfering or may interfere with COUNTY operations. USER agrees that access may be limited when COUNTY is downloading or program changes occur.

8. USER agrees that it must provide all software and hardware required for its use of this License. Further, USER agrees that no software or hardware shall be used in connection with operations under this License until such software and hardware have been approved in writing for such use by Laramie County Information Technology and that thereafter only such approved software and hardware shall be used for operations in connection with this License.

9. USER will be billed monthly for services or access according to the schedule of charges below. Rates for services may be adjusted as deemed necessary by COUNTY. USER will be given at least thirty (30) days prior notice before implementation of rate changes.

(A) Schedule of Charges:

Initial account setup and user training fee	\$800.00
Monthly access charge	\$150.00
Programming, Consulting or Training	\$75.00/ hr.

10. USER agrees and warrants that the security of COUNTY'S computer systems shall not be violated, impinged or weakened by any action or failure to act on USER'S part in conducting operations pursuant to this License.

11. In using this License USER agrees to comply with all applicable Wyoming, federal and local laws, rules and regulations

12. This License shall be modified only by a written agreement, duly executed by all parties hereto.

13. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this License because of race, color, gender, creed, handicapping condition, or national origin.

14. All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

15. COUNTY does not waive its Governmental Immunity by issuing this License and COUNTY fully retains all immunities and defenses provided by law with regard to any action based on this License. In addition, COUNTY does not waive its sovereign immunity under contract, tort or any other applicable theory of law by issuing this License.

16. Neither party shall be liable to perform under the terms of this License 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.

17. USER agrees to indemnify and hold harmless COUNTY from and against any and all loss, damages, injury or liabilities including attorney fees arising from or resulting out of the negligent acts, errors or omissions of USER its agents and/or employees in the use of this License. USER acknowledges its understanding of this paragraph and realizes a potential financial obligation to COUNTY in the event of litigation.

18. The parties mutually understand and agree this License shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this License is held invalid or unenforceable by any court of competent jurisdiction, or if the 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 License are fully severable.

19. The courts of the State of Wyoming shall have exclusive jurisdiction over any action arising out of this License.

20. COUNTY and USER affirm, to their knowledge, no COUNTY employee has any personal beneficial interest whatsoever in this License described herein. No staff member, owner or employee of USER compensated either partially or wholly with funds generated from this License, shall engage in any conduct or activity which would constitute a conflict of interest relative to this License.

21. Neither this License nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.


22. Entire Agreement: This License (4 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

23. Third Parties: 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 the Agreement, and shall inure solely to the benefit of the parties to this Agreement.


24. USER shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY, WYOMING
BOARD OF COUNTY COMMISSIONERS

BY: 
Jack Knudson, Chairman
Board of Laramie County Commissioners

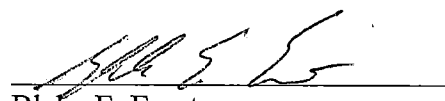
2-18-04
Date

ATTEST:


Debra K. Lathrop
Laramie County Clerk

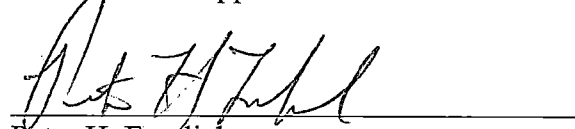
2-23-04
Date

Ernst Appraisal Group, Inc.


Blake E. Ernst
Certified Residential Appraiser

Date

Reviewed and approved as to form:


Peter H. Froelicher
Laramie County Attorney

1/12/04
Date

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LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: February 17, 2004

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

3. DEPARTMENT: ITD

APPLICANT: Rick Fortney

AGENT: Ernst Appraisal Group, Inc.

4. DESCRIPTION: Consideration of a Ernst Appraisal Group accessing the Laramie County computer system.

Amount \$ From To

5. DOCUMENTATION: 2 Originals and (4) four copies

JHA
Commissioner

Humphrey _____
Knudson _____
Ketcham _____
Action _____
Postponed/Tabled _____

Clerks Use Only:

Signatures

Co Attny _____
Assist Co Attny _____
Grants Manager _____
Outside Agency _____