



COUNTY PUBLIC ACCESS NETWORK (CPAN)
AGREEMENT

408 South 18th Street, Omaha, NE 68102-2501
Phone (402) 444-4869 Fax (402) 444-6276
www.dotcomm.org

THIS AGREEMENT made and entered into this _____ day of, _____ by and between the Douglas Omaha Technology Commission, (hereinafter "DOTComm") a political subdivision of the State of Nebraska and _____, (hereinafter "Contractor"), is as follows:

WHEREAS: DOTComm desires to provide access to /Douglas County public records (as described in section 2 paragraph 3) through the County Public Access Network (CPAN) application and to enable printing of a hard copy of the same if required, and Contractor desires to obtain such information speedily, efficiently and conveniently. To achieve those ends, DOTComm proposes to provide certain services and Contractor proposes to provide payment to DOTComm for services rendered.

IN CONSIDERATION of the mutual promises herein contained, DOTComm and CONTRACTOR agree as follows:

1. SERVICES PROVIDED BY DOTComm.

- A. DOTComm shall provide Contractor with access to the CPAN application via the public Internet, on the terms and conditions herein contained. Contractor shall obtain Internet service to access the application. It is understood that DOTComm shall provide no programming, Internet or processing services hereunder.
- B. DOTComm will provide Contractor with specifications for equipment to insure compatibility with the application. Contractor shall secure the specified Internet access and/or equipment at Contractor's expense.

2. TERMS AND CONDITIONS OF DOTComm's SERVICES.

- A. Definition of "Access".
 - 1. "Access", as used in this Agreement, means the ability of Contractor to use the application for the purposes and in the manner herein described through Contractor's own personnel without the participation of DOTComm in connection with programming, retrieving, or processing information, and without any services by DOTComm other than permitting the use of the DOTComm application by Contractor as herein provided.
- B. Time and Conditions under Which "Access" is Allowable.
 - 1. Contractor shall have access to the CPAN application twenty-four hours a day, seven (7) days a week, except for a period of seven (7) hours each Sunday from 5:00 a.m. to 12 Noon for scheduled system maintenance.
 - 2. In the event DOTComm's need for access to the system is at any time inconsistent with Contractor's access, Contractor agrees to immediately yield access to DOTComm upon oral request. In such case, DOTComm agrees that DOTComm shall give prompt oral notification to Contractor when Contractor's access may be resumed. DOTComm shall

not be liable or responsible in any manner for any interruptions in service or access hereunder, except to correct the same as expeditiously as possible.

3. IT IS EXPRESSLY UNDERSTOOD that Contractor's access to said application shall be exclusively for the purpose of retrieving information for Contractor's internal office use in connection with Contractor's professional work, and the information retrieved shall be such information from District Court cases, taxation, and liens which is contained in the application and which is subject to disclosure under the Public Record Laws of the State of Nebraska. Information that requires recipient data or a signature, as a condition of disclosure, will not be available through this application.
4. In the event Contractor uses the application for any purposes other than those agreed upon above, as determined at DOTComm's discretion, or in any other way, misuses the application or information obtained there from, DOTComm may immediately terminate this Agreement, effective upon written notice. In addition to the remedies set forth in this paragraph, DOTComm shall also have any and all remedies provided by law for any misuse of resale of information, misconduct, or breach of this agreement by Contractor, its officers, agents or employees.

3. COST OF DOTComm's SERVICES.

- A. DOTComm offers data and document viewing services, which are listed below. For DOTComm services hereunder, Contractor shall pay DOTComm each year the amount listed. An inquiry occurs each time the ENTER or function key of the terminal keyboard is depressed while the terminal is functioning.

1. **Plan 1 – CPAN:**

- For access to the application via the Internet, \$100.00 billed annually, in advance, for 750 transactions per year.

2. **Plan 2 – CPAN:**

- For access to the application via the Internet, \$300.00 billed annually, in advance, for 3,000 transactions per year.

3. **Plan 3 – CPAN:**

- For access to the application via the Internet, \$1,000.00 billed annually, in advance, for 15,000 transactions per year.

4. **Plan 4 – CPAN:**

- For access to the application via the Internet, \$4,000.00 billed annually, in advance, for unlimited transactions per year.

- B. December 31 of any year during the term of the Agreement, the schedule of rates set forth in this contract is subject to change, provided that DOTComm informs Contractor of change in schedule of rates, in writing and not less than thirty (30) days prior to effective date of change.

4. BILLING AND PAYMENT.

- A. After the beginning each calendar year, DOTComm will send to Contractor an invoice of charges for that calendar year. Within thirty (30) days after receipt of invoice, Contractor will pay DOTComm the full amount due. Thereafter DOTComm may charge Contractor a late fee of \$25 on any unpaid balances.

B. Service will cease if a bill is outstanding for more than ninety (90) days from date of invoice.

5. TERM AND TERMINATION.

A. This Agreement will become effective subject to approval and execution by an authorized representative of DOTComm on the date the specified equipment provides access and will continue in force until terminated by either party at any time upon sixty (60) days written notice to the other, subject also to DOTComm’s termination rights under paragraphs 2.B (4) and 4.B hereof. Either party, however, shall have the immediate right to terminate the agreement if the other party commits a material breach hereof. Paragraph 4 shall survive any termination hereof. Contractor shall retain contractor purchased equipment upon termination of this Agreement.

6. ASSIGNMENT.

A. Contractor may not assign its rights or obligations under this agreement without the written consent of DOTComm.

7. NOTICE.

A. Any notices or other writing which this agreement requires either party to give the other may be delivered or sent by regular mail, addressed as follows:

If to DOTComm: DOTComm
408 South 18th Street
Omaha, NE 68012

OFFICE USE ONLY	
ID:	
CODE:	
Customer #	

If to Contractor: (Please print clearly)

Business Name: _____

Contact Name(s): _____

Business Address: _____

Billing Address: _____

City/State/Zip: _____

Phone Number: _____

Email: _____

Please provide written notification when any or all contact or billing information changes.

B. Any notice or writing, which is sent by mail, shall be deemed given when mailed.

8. ENTIRE AGREEMENT.

- A. This Agreement and its schedules constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

9. SEVERABILITY.

- A. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all the remaining provisions shall not be affected thereby.

10. NON-WAIVER.

- A. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

11. GOVERNING LAW.

- A. This Agreement shall be governed by and construed under the laws of the State of Nebraska.

12. DISCLAIMER OR WARRANTIES – NON-LIABILITY OF DOTComm AND INDEMNIFICATION AGREEMENT.

- A. DOTComm MAKES NO WARRANTIES OF ANY KIND, expressed or implied, including but not limited to, any implied warranties of merchantability and fitness for a particular service.
- B. Contractor assumes sole responsibility for all use of data obtained by Contractor's access to facilities of DOTComm.
 - 1. In no event shall DOTComm, its officers, employees or agents (acting in their official capacity within the scope of their employment) be liable for any damages arising or alleged to arise from the activities of DOTComm, officers, employees or agents, or contractor, or a third party, hereunder, including lost savings, lost profits or other consequential, exemplary or special damages relating to contractor's rights under the agreement, even if DOTComm, its officers, employees or agents have been advised of the possibility of such damages.
- C. Further, Contractor AGREES TO INDEMNIFY AND HOLD HARMLESS DOTComm and officers, employees and agents, from any and all costs, loss and liability, including reasonable settlements, arising from any and all claims, suits or actions arising or allegedly arising from the services or activities of DOTComm, its officers, employees and agents, (acting in their official capacity within the scope of their employment), or Contractor or its officers, employees, or agents hereunder. The INDEMNITY and HOLD HARMLESS promises hereby made by Contractor shall apply to any claims, suits or actions by officers, employees or agents of Contractor as well as claims, suits or actions of third parties.

Please indicate below the services to be provided:

- _____ PLAN 1 – CPAN at \$100.00 annually for 750 transactions per year
- _____ PLAN 2 – CPAN at \$300.00 annually for 3,000 transactions per year
- _____ PLAN 3 – CPAN at \$1,000.00 annually for 15,000 transactions per year
- _____ PLAN 4 – CPAN at \$4,000.00 annually for unlimited transactions per year

Number of Workstations_____

Signed this _____ day of _____, 20_____

X _____
Contractor

X _____
Douglas-Omaha Technology Commission (CIO)