

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 02/24/2021 Weekly Agenda Date: 03/02/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Diane Swoboda Peterson

WORDING FOR AGENDA ITEM:

Agreement for Electronic Provision of Woodbury County Recorder's Office Public Record Images

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Four agreements need to be signed by Chairperson

BACKGROUND:

Two local abstract firms have had access to our recorded images for many years with no charge. Now, two national firms have requested access to those images. Reviewed with Assistant County Attorney Joshua Widman. He drafted agreements for all four entities to sign.

FINANCIAL IMPACT:

There is no financial impact to the County. At the end of each day, a Recorder clerk through the recording software does a three "click" process that extracts the images to "One Drive" where the firms access the images via an email address that is password protected. This process was set up by WCICC.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Recommend the Chairperson sign the four agreements. This will put the process into place for the two national firms plus will treat all four entities the same.

ACTION REQUIRED / PROPOSED MOTION:

Need a motion to approve the Chairperson to sign and date all four agreements.

Agreement for Electronic Provision of Woodbury County Recorder's Office Public Record Images

THIS AGREEMENT ("Agreement"), effective as of the date the last Party signs this Agreement (the "Effective Date"), is made and entered into by and between Engleson Abstract Company. ("Engleson") and Woodbury County, Iowa, a political subdivision of the State of Iowa having its principal offices at 620 Douglas St., Sioux City, IA 51101 ("County"). Engleson and County are each individually referred to herein as a "Party" and jointly as the "Parties."

1. RECITALS:

1.1 County's recorded documents are stored in a digitized image format in County's electronic document management system. Certain recorded documents are public records under Iowa's Open Records law.

1.2 Engleson desires to obtain the digitized images on an ongoing basis and also possibly obtain certain historical digitized image files.

1.3 Engleson desires to obtain and County desires to provide the Services, as described herein, to Engleson in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto do hereby mutually promise, covenant and agree as follows:

2. SERVICES.

County shall provide electronic access to Engleson to County's recorded digitized images subject to the terms and conditions of this Agreement. County shall have the sole discretion to determine the frequency, method, manner and location of the performance of its Services under this Agreement. County may, at its convenience and sole discretion, suspend or terminate electronic access to the digitized images. Engleson's use of digitized images obtained under this Agreement shall comply with applicable state and federal law.

3. COMPENSATION.

Access to images on an ongoing basis in a format determined by County shall be provided at no charge to Engleson. However, Engleson shall pay the reasonable actual costs for:

- 1.) Provision of historical digitized images;
- 2.) Data in a specific format requested by Engleson.

No fees shall be incurred under this Agreement without prior authorization from Engleson. Engleson shall prepay any fees due under this Agreement prior to County performing the Services.

4. PERSONALLY IDENTIFIABLE INFORMATION.

Pursuant to Iowa Code Section 331.606A, "personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name: (1) social security number. (2) Checking, savings, or share account number, credit, debit, or charge card number. Digitized images provided under this agreement have been redacted through a system created by the Iowa County Recorders Association. However, no redaction system has been shown to be completely accurate. Any personally identifiable information which may be found on a digitized image is confidential. If Engleson discovers any personally identifiable information in an image provided under this agreement, Engleson shall immediately notify the Woodbury County Recorder's Office so that the information can be restricted or redacted. Additionally, Engleson is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found.

5. DISCLAIMER OF WARRANTY:

ENGLESON AGREES THAT WOODBURY COUNTY HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO ENGLESON REGARDING THE PRODUCTS AND DATA AND THAT THE PRODUCTS AND DATA ARE BEING PROVIDED TO ENGLESON "AS IS" WITHOUT WARRANTY OF ANY KIND. WOODBURY COUNTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNITY AND LIMITATION OF LIABILITY:

6.1 INDEMNITY

Engleson agrees to indemnify, defend and hold Woodbury County, Iowa and its officials, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party in connection with or arising out of (a) any use or misuse by Engleson (or anyone using your account) of the Services or data; (b) any act or omission to act by Engleson related to this Agreement; or (c) harm of any kind caused to any third party in any way involving the Agreement.

6.2 LIMITATION OF LIABILITY

Engleson assumes the entire risk of using the services provided. IN NO EVENT SHALL WOODBURY COUNTY BE LIABLE TO ENGLESON FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE OR DATA, EVEN IF WOODBURY COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WOODBURY COUNTY'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY ENGLESON, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO ENGLESON AT NO CHARGE ENGLESON AGREES WOODBURY COUNTY SHALL NOT BE LIABLE TO ENGLESON FOR ANY DAMAGES.

7. TERM AND TERMINATION:

This Agreement shall continue in full force and effect until terminated as provided in this section. Either party may terminate this agreement as follows:

7.1 Upon failure or neglect of Engleson to pay any undisputed amounts payable pursuant to this Agreement when due, if default continues for thirty (30) days after written notice to Engleson;

7.2 Upon the failure of either Party to perform any of its obligations under this Agreement if continuing for ten (10) days after written notice to such breaching Party;

7.3 For the convenience of either Party upon thirty (30) days written notice.

If either Party shall breach the terms of this Agreement, the other Party shall reasonably and in good faith attempt to reduce and mitigate damages and injuries. County shall be paid for all work completed prior to termination of this Agreement. The payment, indemnity, and disclaimer of warranty provisions of this Agreement shall survive termination of the Agreement.

8. MISCELLANEOUS:

8.1 SOFTWARE TERMS OF USE AND ELECTRONIC ACCESS

Engleson agrees to be bound by the applicable Terms of Use of any software used to provide electronic access to the digitized images. The computer system is for authorized use only. Users have no explicit or implicit expectation of privacy. Any or all uses of this system and all data on this system may be monitored, recorded, or audited and disclosed to authorized personnel and authorized officials of other agencies.

By using this system, the user consents to such disclosure at the discretion of authorized personnel. Unauthorized or improper use of this system may result in termination of the contract, and civil and criminal penalties.

8.2 SEVERABILITY

In the event of invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

8.3 GOVERNING LAW

This Agreement will be governed by Iowa law, without regard to choice of law principles. Venue for litigation shall be in Woodbury County, Iowa.

8.4 ENTIRE AGREEMENT

This is the entire agreement between Engleson and Woodbury County, which supersedes any prior agreement, whether written or oral, and all other communications between Woodbury County and Engleson relating to the subject matter of this Agreement.

Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Engleson and Woodbury County any rights or remedies under or by reason of this Agreement. Engleson may not assign this Agreement without the prior written consent of Woodbury County. This Agreement shall be binding on Engleson and your affiliates, employees, agents and permitted assigns.

8.5 RESERVATION OF RIGHTS

All rights not expressly granted in this Agreement are reserved by Woodbury County.

8.6 AUTHORITY AND APPROVAL

Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each had been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement and agrees to be bound by it.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

WOODBURY COUNTY, IOWA

By: _____

Print Name: _____

Title: _____

Date: _____

ENGLESON ABSTRACT COMPANY

By: *Darin W. Danforth*

Print Name: *Darin W. Danforth*

Title: *Vice President*

Date: *2/22-21*

WOODBURY COUNTY AUDITOR/RECORDER

By: *[Signature]*

Print Name: *Patrick F. Gill*

Title: *Auditor and Recorder*

Date: *2/24/2021*

Agreement for Electronic Provision of Woodbury County Recorder's Office Public Record Images

THIS AGREEMENT ("Agreement"), effective as of the date the last Party signs this Agreement (the "Effective Date"), is made and entered into by and between Sedgwick Talley Abstract. ("Sedgwick Talley") and Woodbury County, Iowa, a political subdivision of the State of Iowa having its principal offices at 620 Douglas St., Sioux City, IA 51101 ("County"). Sedgwick Talley and County are each individually referred to herein as a "Party" and jointly as the "Parties."

1. RECITALS:

1.1 County's recorded documents are stored in a digitized image format in County's electronic document management system. Certain recorded documents are public records under Iowa's Open Records law.

1.2 Sedgwick Talley desires to obtain the digitized images on an ongoing basis and also possibly obtain certain historical digitized image files.

1.3 Sedgwick Talley desires to obtain and County desires to provide the Services, as described herein, to Sedgwick Talley in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto do hereby mutually promise, covenant and agree as follows:

2. SERVICES.

County shall provide electronic access to Sedgwick Talley to County's recorded digitized images subject to the terms and conditions of this Agreement. County shall have the sole discretion to determine the frequency, method, manner and location of the performance of its Services under this Agreement. County may, at its convenience and sole discretion, suspend or terminate electronic access to the digitized images. Sedgwick Talley's use of digitized images obtained under this Agreement shall comply with applicable state and federal law.

3. COMPENSATION.

Access to images on an ongoing basis in a format determined by County shall be provided at no charge to Sedgwick Talley. However, Sedgwick Talley shall pay the reasonable actual costs for:

- 1.) Provision of historical digitized images;
- 2.) Data in a specific format requested by Sedgwick Talley.

No fees shall be incurred under this Agreement without prior authorization from Sedgwick Talley. Sedgwick Talley shall prepay any fees due under this Agreement prior to County performing the Services.

4. PERSONALLY IDENTIFIABLE INFORMATION.

Pursuant to Iowa Code Section 331.606A, "personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name: (1) social security number. (2) Checking, savings, or share account number, credit, debit, or charge card number. Digitized images provided under this agreement have been redacted through a system created by the Iowa County Recorders Association. However, no redaction system has been shown to be completely accurate. Any personally identifiable information which may be found on a digitized image is confidential. If Sedgwick Talley discovers any personally identifiable information in an image provided under this agreement, Sedgwick Talley shall immediately notify the Woodbury County Recorder's Office so that the information can be restricted or redacted. Additionally, Sedgwick Talley is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found.

5. DISCLAIMER OF WARRANTY:

SEDGWICK TALLEY AGREES THAT WOODBURY COUNTY HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO SEDGWICK TALLEY REGARDING THE PRODUCTS AND DATA AND THAT THE PRODUCTS AND DATA ARE BEING PROVIDED TO SEDGWICK TALLEY "AS IS" WITHOUT WARRANTY OF ANY KIND. WOODBURY COUNTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNITY AND LIMITATION OF LIABILITY:

6.1 INDEMNITY

Sedgwick Talley agrees to indemnify, defend and hold Woodbury County, Iowa and its officials, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party in connection with or arising out of (a) any use or misuse by Sedgwick Talley (or anyone using your account) of the Services or data; (b) any act or omission to act by Sedgwick Talley related to this Agreement; or (c) harm of any kind caused to any third party in any way involving the Agreement.

6.2 LIMITATION OF LIABILITY

Sedgwick Talley assumes the entire risk of using the services provided. IN NO EVENT SHALL WOODBURY COUNTY BE LIABLE TO SEDGWICK TALLEY FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE OR DATA, EVEN IF WOODBURY COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WOODBURY COUNTY'S LIABILITY FOR ANY

CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY SEDGWICK TALLEY, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO SEDGWICK TALLEY AT NO CHARGE SEDGWICK TALLEY AGREES WOODBURY COUNTY SHALL NOT BE LIABLE TO SEDGWICK TALLEY FOR ANY DAMAGES.

7. TERM AND TERMINATION:

This Agreement shall continue in full force and effect until terminated as provided in this section. Either party may terminate this agreement as follows:

7.1 Upon failure or neglect of Sedgwick Talley to pay any undisputed amounts payable pursuant to this Agreement when due, if default continues for thirty (30) days after written notice to Sedgwick Talley;

7.2 Upon the failure of either Party to perform any of its obligations under this Agreement if continuing for ten (10) days after written notice to such breaching Party;

7.3 For the convenience of either Party upon thirty (30) days written notice.

If either Party shall breach the terms of this Agreement, the other Party shall reasonably and in good faith attempt to reduce and mitigate damages and injuries. County shall be paid for all work completed prior to termination of this Agreement. The payment, indemnity, and disclaimer of warranty provisions of this Agreement shall survive termination of the Agreement.

8. MISCELLANEOUS:

8.1 SOFTWARE TERMS OF USE AND ELECTRONIC ACCESS

Sedgwick Talley agrees to be bound by the applicable Terms of Use of any software used to provide electronic access to the digitized images. The computer system is for authorized use only. Users have no explicit or implicit expectation of privacy. Any or all uses of this system and all data on this system may be monitored, recorded, or audited and disclosed to authorized personnel and authorized officials of other agencies.

By using this system, the user consents to such disclosure at the discretion of authorized personnel. Unauthorized or improper use of this system may result in termination of the contract, and civil and criminal penalties.

8.2 SEVERABILITY

In the event of invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

8.3 GOVERNING LAW

This Agreement will be governed by Iowa law, without regard to choice of law principles. Venue for litigation shall be in Woodbury County, Iowa.

8.4 ENTIRE AGREEMENT

This is the entire agreement between Sedgwick Talley and Woodbury County, which supersedes any prior agreement, whether written or oral, and all other communications between Woodbury County and Sedgwick Talley relating to the subject matter of this Agreement.

Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Sedgwick Talley and Woodbury County any rights or remedies under or by reason of this Agreement. Sedgwick Talley may not assign this Agreement without the prior written consent of Woodbury County. This Agreement shall be binding on Sedgwick Talley and your affiliates, employees, agents and permitted assigns.

8.5 RESERVATION OF RIGHTS

All rights not expressly granted in this Agreement are reserved by Woodbury County.

8.6 AUTHORITY AND APPROVAL

Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each had been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement and agrees to be bound by it.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

WOODBURY COUNTY, IOWA

By: _____

Print Name: _____

Title: _____

Date: _____

WOODBURY COUNTY AUDITOR/RECORDER

By:  _____

Print Name: Patrick F. Gill

Title: Auditor and Recorder

Date: 2/24/2021

SEDGWICK TALLEY ABSTRACT

By: Elda Raudales

Print Name: Elda Raudales

Title: Abstracter

Date: 1-14-2021

Agreement for Electronic Provision of Woodbury County Recorder's Office Public Record Images

THIS AGREEMENT ("Agreement"), effective as of the date the last Party signs this Agreement (the "Effective Date"), is made and entered into by and between First American Data Co. & Subsidiaries ("First American") and Woodbury County, Iowa, a political subdivision of the State of Iowa having its principal offices at 620 Douglas St., Sioux City, IA 51101 ("County"). First American and County are each individually referred to herein as a "Party" and jointly as the "Parties."

1. RECITALS:

1.1 County's recorded documents are stored in a digitized image format in County's electronic document management system. Certain recorded documents are public records under Iowa's Open Records law.

1.2 First American desires to obtain the digitized images on an ongoing basis and also possibly obtain certain historical digitized image files.

1.3 First American desires to obtain and County desires to provide the Services, as described herein, to First American in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto do hereby mutually promise, covenant and agree as follows:

2. SERVICES.

County shall provide electronic access to First American to County's recorded digitized images subject to the terms and conditions of this Agreement. County shall have the sole discretion to determine the frequency, method, manner and location of the performance of its Services under this Agreement. County may, at its convenience and sole discretion, suspend or terminate electronic access to the digitized images. First American's use of digitized images obtained under this Agreement shall comply with applicable state and federal law.

3. COMPENSATION.

Access to images on an ongoing basis in a format determined by County shall be provided at no charge to First American. However, First American shall pay the reasonable actual costs for:

- 1.) Provision of historical digitized images;
- 2.) Data in a specific format requested by First American.

No fees shall be incurred under this Agreement without prior authorization from First American. First American shall prepay any fees due under this Agreement prior to County performing the Services.

4. PERSONALLY IDENTIFIABLE INFORMATION.

Pursuant to Iowa Code Section 331.606A, "personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name: (1) social security number. (2) Checking, savings, or share account number, credit, debit, or charge card number. Digitized images provided under this agreement have been redacted through a system created by the Iowa County Recorders Association. However, no redaction system has been shown to be completely accurate. Any personally identifiable information which may be found on a digitized image is confidential. If First American discovers any personally identifiable information in an image provided under this agreement, First American shall immediately notify the Woodbury County Recorder's Office so that the information can be restricted or redacted. Additionally, First American is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found.

5. DISCLAIMER OF WARRANTY:

FIRST AMERICAN AGREES THAT WOODBURY COUNTY HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO FIRST AMERICAN REGARDING THE PRODUCTS AND DATA AND THAT THE PRODUCTS AND DATA ARE BEING PROVIDED TO FIRST AMERICAN "AS IS" WITHOUT WARRANTY OF ANY KIND. WOODBURY COUNTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNITY AND LIMITATION OF LIABILITY:

6.1 INDEMNITY

First American agrees to indemnify, defend and hold Woodbury County, Iowa and its officials, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party in connection with or arising out of (a) any use or misuse by First American (or anyone using your account) of the Services or data; (b) any act or omission to act by First American related to this Agreement; or (c) harm of any kind caused to any third party in any way involving the Agreement.

6.2 LIMITATION OF LIABILITY

First American assumes the entire risk of using the services provided. IN NO EVENT SHALL WOODBURY COUNTY BE LIABLE TO FIRST AMERICAN FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE OR DATA, EVEN IF WOODBURY COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WOODBURY COUNTY'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY FIRST AMERICAN, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO FIRST

AMERICAN AT NO CHARGE FIRST AMERICAN AGREES WOODBURY COUNTY SHALL NOT BE LIABLE TO FIRST AMERICAN FOR ANY DAMAGES.

7. TERM AND TERMINATION:

This Agreement shall continue in full force and effect until terminated as provided in this section. Either party may terminate this agreement as follows:

7.1 Upon failure or neglect of First American to pay any undisputed amounts payable pursuant to this Agreement when due, if default continues for thirty (30) days after written notice to First American;

7.2 Upon the failure of either Party to perform any of its obligations under this Agreement if continuing for ten (10) days after written notice to such breaching Party;

7.3 For the convenience of either Party upon thirty (30) days written notice.

If either Party shall breach the terms of this Agreement, the other Party shall reasonably and in good faith attempt to reduce and mitigate damages and injuries. County shall be paid for all work completed prior to termination of this Agreement. The payment, indemnity, and disclaimer of warranty provisions of this Agreement shall survive termination of the Agreement.

8. MISCELLANEOUS:

8.1 SOFTWARE TERMS OF USE AND ELECTRONIC ACCESS

First American agrees to be bound by the applicable Terms of Use of any software used to provide electronic access to the digitized images. The computer system is for authorized use only. Users have no explicit or implicit expectation of privacy. Any or all uses of this system and all data on this system may be monitored, recorded, or audited and disclosed to authorized personnel and authorized officials of other agencies.

By using this system, the user consents to such disclosure at the discretion of authorized personnel. Unauthorized or improper use of this system may result in termination of the contract, and civil and criminal penalties.

8.2 SEVERABILITY

In the event of invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

8.3 GOVERNING LAW

This Agreement will be governed by Iowa law, without regard to choice of law principles. Venue for litigation shall be in Woodbury County, Iowa.

8.4 ENTIRE AGREEMENT

This is the entire agreement between First American and Woodbury County, which supersedes any prior agreement, whether written or oral, and all other communications between Woodbury County and First American relating to the subject matter of this Agreement.

Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than First American and Woodbury County any rights or remedies under or by reason of this Agreement. First American may not assign this Agreement without the prior written consent of Woodbury County. This Agreement shall be binding on First American and your affiliates, employees, agents and permitted assigns.

8.5 RESERVATION OF RIGHTS

All rights not expressly granted in this Agreement are reserved by Woodbury County.

8.6 AUTHORITY AND APPROVAL

Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each had been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement and agrees to be bound by it.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

WOODBURY COUNTY, IOWA

By: _____

Print Name: _____

Title: _____

Date: _____

FIRST AMERICAN, INC.

By:  _____

Print Name: Adam Castillo

Title: SVP of Operations

Date: 01/28/2021

WOODBURY COUNTY AUDITOR/RECORDER

By:  _____

Print Name: Patrick F. Gill

Title: Auditor and Recorder

Date: 2/24/2021

Agreement for Electronic Provision of Woodbury County Recorder's Office Public Record Images

THIS AGREEMENT ("Agreement"), effective as of the date the last Party signs this Agreement (the "Effective Date"), is made and entered into by and between CoreLogic Solutions, LLC, having its principal offices at 40 Pacifica, Suite 900, Irvine, CA 92618 ("CoreLogic"), and Woodbury County, Iowa, a political subdivision of the State of Iowa having its principal offices at 620 Douglas St., Sioux City, IA 51101 ("County"). CoreLogic and County are each individually referred to herein as a "Party" and jointly as the "Parties."

1. RECITALS:

1.1 County's recorded documents are stored in a digitized image format in County's electronic document management system. Certain recorded documents are public records under Iowa's Open Records law.

1.2 CoreLogic desires to obtain the digitized images on an ongoing basis and also possibly obtain certain historical digitized image files.

1.3 CoreLogic desires to obtain and County desires to provide the Services, as described herein, to CoreLogic in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto do hereby mutually promise, covenant and agree as follows:

2. SERVICES.

County shall provide electronic access to CoreLogic to County's recorded digitized images subject to the terms and conditions of this Agreement. County shall have the sole discretion to determine the frequency, method, manner and location of the performance of its Services under this Agreement. County may, at its convenience and sole discretion, suspend or terminate electronic access to the digitized images. CoreLogic's use of digitized images obtained under this Agreement shall comply with applicable state and federal law.

3. COMPENSATION.

Access to images on an ongoing basis in a format determined by County shall be provided at no charge to CoreLogic. However, CoreLogic shall pay the reasonable actual costs for:

- 1.) Provision of historical digitized images;
- 2.) Data in a specific format requested by CoreLogic.

No fees shall be incurred under this Agreement without prior authorization from CoreLogic. CoreLogic shall prepay any fees due under this Agreement prior to County performing the Services.

4. PERSONALLY IDENTIFIABLE INFORMATION.

Pursuant to Iowa Code Section 331.606A, "personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name: (1) social security number. (2) Checking, savings, or share account number, credit, debit, or charge card number. Digitized images provided under this agreement have been redacted through a system created by the Iowa County Recorders Association. However, no redaction system has been shown to be completely accurate. Any personally identifiable information which may be found on a digitized image is confidential. If CoreLogic discovers any personally identifiable information in an image provided under this agreement, CoreLogic shall immediately notify the Woodbury County Recorder's Office so that the information can be restricted or redacted. Additionally, CoreLogic is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found.

5. DISCLAIMER OF WARRANTY:

CORELOGIC AGREES THAT WOODBURY COUNTY HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO CORELOGIC REGARDING THE PRODUCTS AND DATA AND THAT THE PRODUCTS AND DATA ARE BEING PROVIDED TO CORELOGIC "AS IS" WITHOUT WARRANTY OF ANY KIND. WOODBURY COUNTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNITY AND LIMITATION OF LIABILITY:

6.1 INDEMNITY

CoreLogic agrees to indemnify, defend and hold Woodbury County, Iowa and its officials, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party in connection with or arising out of (a) any use or misuse by CoreLogic (or anyone using your account) of the Services or data; (b) any act or omission to act by CoreLogic related to this Agreement; or (c) harm of any kind caused to any third party in any way involving the Agreement.

6.2 LIMITATION OF LIABILITY

CoreLogic assumes the entire risk of using the services provided. IN NO EVENT SHALL WOODBURY COUNTY BE LIABLE TO CORELOGIC FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE OR DATA, EVEN IF WOODBURY COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WOODBURY COUNTY'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY CORELOGIC, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO CORELOGIC AT NO

CHARGE CORELOGIC AGREES WOODBURY COUNTY SHALL NOT BE LIABLE TO CORELOGIC FOR ANY DAMAGES.

7. TERM AND TERMINATION:

This Agreement shall continue in full force and effect until terminated as provided in this section. Either party may terminate this agreement as follows:

7.1 Upon failure or neglect of CoreLogic to pay any undisputed amounts payable pursuant to this Agreement when due, if default continues for thirty (30) days after written notice to CoreLogic;

7.2 Upon the failure of either Party to perform any of its obligations under this Agreement if continuing for ten (10) days after written notice to such breaching Party;

7.3 For the convenience of either Party upon thirty (30) days written notice.

If either Party shall breach the terms of this Agreement, the other Party shall reasonably and in good faith attempt to reduce and mitigate damages and injuries. County shall be paid for all work completed prior to termination of this Agreement. The payment, indemnity, and disclaimer of warranty provisions of this Agreement shall survive termination of the Agreement.

8. MISCELLANEOUS:

8.1 SOFTWARE TERMS OF USE AND ELECTRONIC ACCESS

CoreLogic agrees to be bound by the applicable Terms of Use of any software used to provide electronic access to the digitized images. The computer system is for authorized use only. Users have no explicit or implicit expectation of privacy. Any or all uses of this system and all data on this system may be monitored, recorded, or audited and disclosed to authorized personnel and authorized officials of other agencies.

By using this system, the user consents to such disclosure at the discretion of authorized personnel. Unauthorized or improper use of this system may result in termination of the contract, and civil and criminal penalties.

8.2 SEVERABILITY

In the event of invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

8.3 GOVERNING LAW

This Agreement will be governed by Iowa law, without regard to choice of law principles. Venue for litigation shall be in Woodbury County, Iowa.

8.4 ENTIRE AGREEMENT

This is the entire agreement between CoreLogic and Woodbury County, which supersedes any prior agreement, whether written or oral, and all other communications between Woodbury County and CoreLogic relating to the subject matter of this Agreement.

Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than CoreLogic and Woodbury County any rights or remedies under or by reason of this Agreement. CoreLogic may not assign this Agreement without the prior written consent of Woodbury County. This Agreement shall be binding on CoreLogic and your affiliates, employees, agents and permitted assigns.

8.5 RESERVATION OF RIGHTS

All rights not expressly granted in this Agreement are reserved by Woodbury County.

8.6 AUTHORITY AND APPROVAL

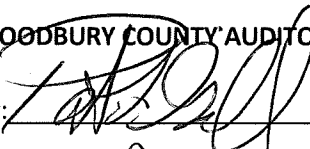
Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each had been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement and agrees to be bound by it.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

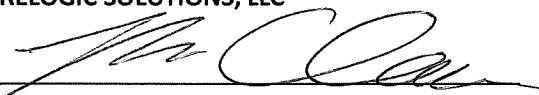
WOODBURY COUNTY, IOWA

By: _____
Print Name: _____
Title: _____
Date: _____

WOODBURY COUNTY AUDITOR/RECORDER

By:  _____
Print Name: Patrice F. Gill
Title: Auditor and Recorder
Date: 2/24/2021

CORELOGIC SOLUTIONS, LLC

By:  _____
Print Name: Mark Chowtham
Title: Senior Leader Data Acquisition
Date: 01/15/2021