

ST. LOUIS COUNTY ON-LINE SOFTWARE SUBSCRIBER AGREEMENT

THIS AGREEMENT is entered into by and between the **County of St. Louis**, through its Auditor's Office, 100 North 5th Avenue West, Room #201, Duluth, Minnesota 55802, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "County" and City of Duluth, 411 W. 1st Street, Duluth MN 55802, hereinafter referred to as the "City". The City has the authority to approve and authorize the persons who require access to these systems, hereinafter referred to as "Authorized User". The City is responsible for the actions of their Authorized User(s).

WITNESSETH:

WHEREAS, the County has compiled electronic databases relating to certain property tax and real property records maintained by the County as a political subdivision of the State of Minnesota; and

WHEREAS, the County may charge a reasonable fee for providing access to databases having a commercial value; and

WHEREAS, the City wishes to directly access the County's real property electronic databases made available to the City pursuant to the terms and conditions set forth in this Agreement below.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

COUNTY DATABASE ACCESS

LICENSE

1. The County grants the City and Authorized Users, a nonexclusive, nontransferable, limited license to access certain real property databases during the term of this Agreement (the "Software Access License"). This Software Access License includes the right to view, download, store, transmit, transfer, and print portions of data as needed for the use by the City in its regular course of business including but not limited to, from time to time, sharing portions of the data with other public and private entities and individuals. Refer to the applications found in [Exhibit #] for requested Authorized Users for Records Land Records Inquiry and/or Auditors Property Tax Assessment data.

LIMITATION OF LICENSE

2. Neither the data nor any portion thereof may be copied, downloaded, stored, published, transmitted, transferred, sold or otherwise used, in any forms or means, except (1) as expressly permitted herein; or (2) with the County's prior written permission. The City shall not download nor store the County's data in a searchable database except as provided by the terms of this Agreement. The City is expressly prohibited from selling or licensing the County's data (including printouts of the County's data) to third parties or offering portions of the County's data or database as material offered for sale or license. The parties acknowledge that the City's "regular course of business" includes, but is not limited to, using the information provided by the County to determine the status of title to real property and, at times, sharing the information provided by the County and the City's conclusions with other public and private entities and individuals.

RIGHTS AND DATA

3. Except for the Software Access License granted herein, all rights, title, and interest in the County's data, in all languages, formats, and media throughout the world, including all copyrights therein, is and shall continue to be the exclusive property of the County.

COUNTY CHARGES

4. Charges payable by the City for access to and use of the County's databases described in this Agreement are set forth in **Schedule A**, subject to increase and established annually as passed by the Board per the St. Louis County Fee Schedule.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5. The services provided pursuant to this Agreement are provided "as is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance, merchantability and fitness for a particular purpose. The County shall have no liability whatsoever to the City for any claim(s) arising out of the City's use of the County's database or data. This includes, without limitation, the City's inability or failure to perform legal, professional, or other research or related work or to perform such work properly or completely, even if assisted by the County, any lost profits or other consequential, exemplary, incidental, indirect or special damages relating in whole or in part to the City's use of, or inability to use, the County's databases or data, even if the County has been advised of the possibility of such damages.

CONFIDENTIALITY

6. The City and their Authorized User(s) agree not to disclose any information relating to the City's or Authorized Users' (i) access code(s), password(s), relating to this Software License Agreement to any third party (for purposes of this provisions, employees of the City are not third parties) or (ii) any other information relating to the County's computer security system. Violation of this section by the City or Authorized User shall constitute a material breach of this Agreement.

ACCESS

7. The City may access County databases any time said databases are active (generally 24 hours a day, 7 days a week, except in the event of routine system maintenance or unforeseen service interruptions as provided herein). The City acknowledges and agrees that County staff are available to respond to questions pertaining to use of County databases only during regular public office hours, i.e., days and hours the County is open for public business. County shall maintain the right to terminate or interrupt, deny, postpone, or cancel direct access to its databases at any time, for any reason and without prior notice. Such termination of access will not constitute a material breach of this Agreement.

SOFTWARE AND EQUIPMENT FOR INTERNET ACCESS

SUBSCRIBER'S EQUIPMENT

8. The City's access to the County's databases shall be made via the Internet. The City is responsible for providing appropriate Internet bandwidth and maintaining all of its own hardware, software, modem, telephone access, and all other equipment required to access

the County's databases.

GENERAL PROVISIONS

BILLING AND PAYMENT

9. Prior to commencement of each six month billing cycle, the City shall be sent an invoice setting forth all charges for the next six-month term, commencing on January 1 and July 1. The City shall pay the full amount of all such charges within 30 days after receipt of each such invoice. If such payment is not made, database access may be terminated for nonpayment.

TAXES

10. Charges are exclusive of sales, use and other taxes, which, if applicable, are the responsibility of the City.

RESPONSIBILITY OF SUBSCRIBER

11. The City is responsible for providing adequate internet connection for Authorized Users to access the County's databases by means of the City provided equipment and County supplied user IDs and passwords.
12. The City shall provide the County with Authorized User information upon application. The County will complete setup of Authorized User accounts upon full execution of this contract and receipt of advance payment of subscriber fees for the current 6-month period by ACH or Check received by the County. The City and Authorized Users shall be responsible for the download and install of required software and applications provided by the County, if applicable. The County is not responsible for training Subscriber or Authorized Users on use of the systems.
13. The City is responsible for notifying the County of any Authorized User staffing changes that require security changes for Authorized Users access, including, without limitation, requesting password changes, adding new users, and disabling or cancelling subscriptions for existing users. The City shall request user changes in writing directed to the Auditor's office. A template for change requests will be included as a supporting document with the existing contract or upon request. The City approves any change in invoice fees or balances due as a result of such changes. Authorized User change requests do not constitute need for a new contract except at the discretion of the County.

INDEMNIFICATION AND WAIVER OF CLAIMS

14. Each party will be responsible for its own acts and behavior and the results thereof. If any claim or cause of action is asserted against a party in connection with the performance of this Agreement, that party will promptly notify the other party of the claim or cause of action. The parties will reasonably cooperate with each other in the defense of claims and causes of action arising out of the performance of this Contract. The liability of a single governmental unit is limited to the extent set forth in Minnesota Statutes Chapter 466.

TERMINATION

15. This Agreement shall continue in force until terminated by prior written notice of termination to the other party. Notwithstanding the foregoing, this Agreement may be terminated at any time by either party, with or without cause, upon written notice to the other Party. In the event that services are terminated pursuant to the terms of this Agreement, the City shall be offered a refund for prepaid user fees for each full month remaining in the subscription term. In the event this Agreement is terminated by either party pursuant to the terms of this Agreement, the County shall pay the City a prorated refund for prepaid charges for each full month remaining in the subscription term.

INTEGRATED AGREEMENT

16. This Agreement contains all of the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AMENDMENTS

17. All materials alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by authorized representatives of the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the parties shall not require written approval.

FORCE MAJEURE

18. The performance of the parties hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment or software failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

GOVERNING LAW AND VENUE

19. This Agreement shall be governed by and construed under the laws of the State of Minnesota and any legal actions taken pursuant to the terms and conditions of this Agreement shall be venued in the State of Minnesota Sixth Judicial District Court located in Duluth, Minnesota.

ASSIGNMENT

20. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by the City without the County's prior written consent.

SAVINGS CLAUSE

21. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

NON-WAIVER

22. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

INCORPORATION

23. All Exhibits are incorporated verbatim as a part of this Agreement. If there is a conflict between the language of any of the exhibits attached to this Agreement and the terms of the Agreement itself, the terms of this Agreement shall govern.

NOTICES

24. All notices hereunder shall be delivered in person or by United States mail to the following:

City of Duluth
Attn: Danielle Erjavec
Property Services Specialist
411 W 1st St. Room 440
Duluth, MN 55802
(218) 409 -3816
derjavec@duluthmn.gov

St. Louis County – Auditor
Nancy Nilsen – County Auditor and Treasurer
100 North 5th Avenue West, Room 214, Duluth, MN 55802

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective this ____ day of _____, 2025.

CITY OF DULUTH

ST. LOUIS COUNTY

By: _____
Its Mayor

By: _____
Its _____

ATTEST:

Its City Clerk

Date: _____

COUNTERSIGNED:

Its City Auditor

APPROVED AS TO FORM:

Its City Attorney

ST. LOUIS COUNTY ON-LINE SOFTWARE SUBSCRIBER AGREEMENT SCHEDULE A

1. The City shall receive one (1) access code(s)/password(s) at no charge during the term of this Agreement due to Subscriber's role in supporting the County's databases. For each additional access code(s)/password(s), the City shall pay the County a fee of \$____ per month for each full or partial month during the term of this Agreement. The City may increase or decrease the number of access code(s)/password(s) during the term of this Agreement, and the monthly charges pursuant to this Agreement shall automatically increase or decrease as a result.
2. The number of Software Access Licenses desired by the City are as follows:
 - a. 1 Records Land Records Inquiry access at \$0.
 - b. 2 Records Land Records Inquiry access at \$125, subject to increase and established annually as passed by the County's Board per the St. Louis County Fee Schedule.