

Vanguard Appraisals, Inc.

SERVICE CONTRACT

VANGUARD COMPUTER SYSTEMS – Assessor Web Site

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc. an Iowa corporation ("Vanguard") and the Dodge County, NE, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a five year period commencing 1/23/2024. Vanguard reserves the right to collect the total amount of the service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **Installation and Training.** The setup time has been waived for installation, training on-site, domain registration and Vanguard's staff travel time. Vanguard shall install and test the licensed software on Vanguard's web server equipment. In addition, Client's sub domain name will be registered and maintained by Vanguard; i.e. dodge.nebraskaassessors.com. All time for installation, training, domain registration and Vanguard's staff travel time will not count against and be deducted from the service contract time balance. See item 5 for additional services.
3. **Enhancements, Update and Revisions.** As Vanguard continues to improve on the client web page package(s) and work on suggestions for features from Clients, Client will automatically receive during the term of this service contract, provided client is current and not in default of any payments due Vanguard, all updating information; i.e. new search features, current function enhancements, etc., as and when released by Vanguard for the modules of the Vanguard Computer System software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, jurisdiction specific modifications, etc.
4. **Consultation.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate). See item 5 for additional services.
5. **Additional Services.** Additional services like training, re-installations, on-site consultation, customizing client web pages, changing from one license web package to another, installation on Client's jurisdiction web server, web browser configuration, hardware trouble-shooting, non-VCS software training, Vanguard staff travel time, etc. shall be available at Vanguard's then current normal service fee rate. A minimum charge of one day per instance will be billed for on-site visits. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).

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6. **Web Server Storage and Update.** The Client will lease storage capacity from Vanguard. Client parcel data will be updated on the web server periodically. The maximum period will be six times per year but the client may choose to update less frequently, however, the Schedule A charges will not be reduced. The storage capacity will be monitored periodically as parcel data is updated from the Client to the Vanguard web server and reported to the Client. Payment Schedule A shows the calculations that are used to determine the storage capacity. Minimum increments of 600-Mb (megabytes) will be allocated. Vanguard may adjust the payment schedule for changes in storage capacity and storage fees on the next renewal date of the service contract.
7. **Administrator Contact.** Vanguard reserves the right to display a small icon and link to Vanguard Appraisals, Inc. web site for the purposes of contacting the web site administrator.
8. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Any litigation arising out of this Contract shall only be commenced in, and Client consents to the exclusive jurisdiction of the state and federal courts sitting in Linn County, Iowa. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

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Vanguard Appraisals, Inc.

Payment Schedule A

License No: WEB2100

Parcel Count: 23,776

| | | |
|--|-----------------------------|------------------------------------|
| Leased Storage Capacity: 2,500 megabytes @ \$ 2.75/Mb = | \$ 6,875.00 X 5 yrs= | \$34,375.00 |
| Less 30% discount for signing multi-year service contract. \$2,062.50 x 5 yrs = | -10,312.50 | |
| Total | | =\$24,062.50(\$4,812.50/yr) |

All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.

VANGUARD APPRAISALS, INC.

By: _____
Brad M. Miller, Senior Vice President/CIO

Dated: December 29, 2023

Dodge County

By: Debbie Churchill
Assessor

Dated: January 2, 2024

Dodge County (County commissioner signature required)

By: _____

Official Title: _____

Dated: _____

Debbie Churchill

From: Molly Schmidt <MollyR@camavision.com>
Sent: Wednesday, December 27, 2023 2:14 PM
To: Debbie Churchill
Subject: Website renewal

Hi Debbie,

I have been reviewing renewals on modules. I noticed Dodge Co NE has the WEBSITE coming up due for a new contract on 1/23/24.

Based on 23,776 parcels with maps

The base cost is \$6,875

1 year \$6,187.5 (10% discount)

3 year \$5,500.00 per year (20% discount)

5 year \$4,812.50 per year (30% discount)

Please let me know what you decide.

Thanks,

Molly Schmidt
Vanguard Appraisals, Inc.
CAMA Specialist II

**THIS IS THE OPTION THE ASSESSOR'S OFFICE
WOULD LIKE TO GO WITH. THANK YOU!**