

Agreement to Create and Manage an Internet Web Portal for County Real Estate Data

Whereas, in 2005 the Iowa Legislature in House File 882 directed the Iowa State County Treasurers Association, the Iowa County Recorders Association, the Iowa State Association of Assessors, and the Iowa State Association of County Auditors to work with other stakeholder organizations as the County Real Estate Electronic Government Advisory Committee (Advisory Committee) to develop a plan to integrate the various websites housing county real estate data; and

Whereas, the Advisory Committee has completed the design for an Internet web portal to integrate and link the various websites housing county real estate data; and

Whereas, the Advisory Committee is not a permanent entity, and statutory authority for the Advisory Committee expires at the end of the 2007 legislative session; and

Whereas, the Affiliate Members desire to create an Internet web portal for county real estate data and to establish a permanent entity to govern it;

Now, Therefore, this Agreement to Create and Manage an Internet Web Portal for County Real Estate Data (Agreement) is hereby made and entered into by the Iowa State County Treasurers Association, the Iowa County Recorders Association, the Iowa State Association of Assessors, and the Iowa State Association of County Auditors (Affiliate Members) as follows:

1. Principles and Goals. It is the intent of the Affiliate Members that this Agreement is based on and shall be interpreted according to the following general principles and goals:

- a) Improve public access to county real estate data.
- b) Promote a philosophy of improving public access to public information as a continuing quest.
- c) Promote efficient public service to the citizens, taxpayers, and businesses of Iowa through coordination of publicly-funded resources.
- d) Avoid duplication through the use and sharing of existing resources.
- e) Use simple and understandable language, user-friendly functionality, frequently asked questions, and electronic mail contacts to facilitate communication with users.
- f) Support open communications standards that enable the efficient exchange and use of county real estate data.
- g) Respect the role each Affiliate Member serves in the real estate assessment and taxation process, the responsibility each assumes as custodian of county real estate data, and the independence of each.
- h) Encourage coordination, cooperation, collaboration, and partnership between counties, Affiliate Members offices, and other governmental entities.
- i) Promote a process of open communication, inclusiveness, and consensus-building.

- j) Investigate opportunities for enhancing the services of the Web Portal such as links to other county offices and to state agencies and offices.

2. Establishment and Functions. Through this Agreement, the Affiliate Members hereby establish the Iowa Real Estate On-Line Web Portal (Web Portal). The functions of the Web Portal are to:

- a) Create active links between the Web Portal and the Affiliate Member websites that are seamless and transparent to the user.
- b) Integrate and link county real estate data from the Affiliate Member websites.
- c) Conduct concurrent searches of county real estate data on the Affiliate Member websites, using the existing search engines at those websites.
- d) Link to individual Iowa county websites for drill-down access to additional levels of detail of county real estate data.

3. Integration and Links. Each Affiliate Member hereby designates the Web Portal and each of the other Affiliate Members as authorized users of the Affiliate Member's respective website and agrees to provide access to county real estate data from its respective website. Access shall conform to standards and requirements of each Affiliate Member, but the Affiliate Members agree to make every reasonable effort to provide access. Any costs for the development of systems managed and controlled by an Affiliate Member that may be required for the retrieval of county real estate data shall be the sole responsibility of the Affiliate Member. Any costs for the development of systems managed and controlled by the Web Portal that may be required for the retrieval of county real estate data shall be the sole responsibility of the Web Portal.

4. Distribution of Data. Each Affiliate Member hereby agrees that the sale, transfer, sharing, loaning, licensing, or marketing of county real estate data shall be solely within the control of the Affiliate Member whose members have statutory custody of that data. Each Affiliate Member further agrees to comply with any terms of use policies posted by the State of Iowa, the Advisory Committee, any Affiliate Member or any participating county. Each Affiliate Member also agrees that they will not sell, share, transfer, loan, license or market the county real estate data accessed through the Web Portal without the express written permission of all other Affiliate Members.

5. Public Information. Only public information over which the respective Affiliate Members' individual county members have statutory custody, shall be accessible from the Web Portal.

6. Data Security. Each Affiliate Member shall be responsible for the security of county real estate data on its respective website.

7. Open Source Code. Any computer software code developed for or used in the operation of the Web Portal shall be open source.

8. Board of Directors. The Web Portal shall be governed by the County Real Estate Web Portal Board of Directors (Board or CREW Board) consisting of eight persons as follows: two persons appointed by each of the four Affiliate Members. Terms shall be determined by each Affiliate Member, but shall be no less than two years, except to fill a vacancy. The Board shall have authority over all business affairs and operation of the Web Portal,

including budgets, finances, policies, and contracts, as well as the creation of any standing or temporary committees.

9. Board Meetings. The annual meeting of the Board shall be held in November, unless otherwise determined by the Board. Other meetings of the Board shall be held at such times and places as initiated by the chairperson or directed by the Board. A majority of Board members shall constitute a quorum at any meeting for the transaction of business. Each Board member in attendance at a Board meeting shall have one vote. Board members may participate in Board meetings by telephone only if meeting in person is impossible or impracticable.

10. Simple Majority Vote. Any motion or resolution before the Board shall be deemed to have been approved or adopted upon the affirmative vote of a majority of the Board members at the Board meeting and voting on the motion or resolution.

11. Substitute Board Members. An Affiliate Member shall have authority to appoint a temporary substitute Board member in the following manner: the president of the Affiliate Member association may notify the chairperson prior to a Board meeting in writing or by telephone or electronic mail. In lieu of the above, a Board member of that Affiliate Member may designate a temporary substitute Board member at or prior to the Board meeting.

12. Officers. A chairperson, vice-chairperson, and secretary-treasurer shall be elected by the Board members from the duly appointed Board members at the annual meeting of the Board for the subsequent fiscal year. Each officer shall serve a term of one year beginning December 1st and ending November 30th.

The officers shall have the following respective duties:

- a) **Chairperson.** The chairperson shall preside at all meetings of the Board and shall appoint members of special committees. Subject to direction of the Board, the chairperson shall appoint a person to fill a vacancy in the position of any officer and shall serve as spokesperson on behalf of the Board with any other entity, including the Iowa State Association of Counties, the Iowa Legislature or any committee thereof, or any other private individual or governmental body.
- b) **Vice-chairperson.** In the absence of the chairperson, the vice-chairperson shall temporarily assume all the duties of the chairperson. Should the chairperson resign or be permanently absent or disabled, the vice-chairperson shall succeed to the office of the chairperson. The vice-chairperson shall not be a member of the same Affiliate Member as the chairperson.
- c) **Secretary-treasurer.** The secretary-treasurer shall keep official minutes of all proceedings of the Board and shall be the custodian of all records, including contracts, policies, budgets, financial reports, and other reports. The secretary-treasurer shall keep a list of Board members and stakeholders and their respective current addresses, and shall promptly send notice of meetings to each person or organization. The secretary-treasurer shall keep the official Web Portal checking account and shall receive all revenues and pay all expenses for operation and maintenance of the Web Portal. The secretary-treasurer's books and all accounts shall be open at all times for inspection by any Board member. The secretary-treasurer shall produce an annual budget and financial report as required in this Agreement.

13. Fiscal Year. The fiscal year shall begin November 1st and end October 31st.

14. Affiliate Member Fees. Each Affiliate Member agrees to pay an annual amount of one-fourth of the budgeted cost of operations for the Web Portal. This annual amount shall be paid to the secretary-treasurer before the end of the fiscal year for the cost of operations for the next fiscal year. For the first two fiscal years the annual amount shall be \$3,000.00 per affiliate, and for subsequent fiscal years the amount shall be determined at the preceding annual meeting.

15. Checking Account. A checking account shall be established in an Iowa financial institution. All revenues and expenditures of the Web Portal shall be deposited into and paid from the account. Expenditures for attendance at meetings such as travel, lodging, and meals shall be the responsibility of the Affiliate Member or stakeholder. The secretary-treasurer and chairperson shall each be signatories on the checking account. The secretary-treasurer and chairperson shall each provide a surety bond of at least \$30,000, the costs for which shall be paid from funds in the checking account. Any and all interest accrued to the credit of the checking account shall be spent for the cost of operations of the Web Portal.

16. Annual Budget, Financial Report, and Audit. Prior to the annual meeting, the secretary-treasurer shall produce a financial report, which shall include an income statement current to the end of the month prior to the annual meeting, comparable information for the prior fiscal year, and a balance sheet current to the end of the month prior to the annual meeting. At the same time the secretary-treasurer shall – in consultation with the chairperson and vice-chairperson – prepare a budget for the upcoming fiscal year. At that time the secretary-treasurer shall also make available for audit the original checking account records, including account statements and books. The chairperson shall designate two or more Board members to conduct a peer audit of the secretary-treasurer's records and reports, which audit shall be completed immediately prior to the annual meeting. Both the annual budget and the audit shall be received by the Board at the annual meeting.

17. Stakeholders. It is the desire of the Affiliate Members to encourage participation by and inclusion of groups and individuals that would use the Web Portal or have an interest in its operation. These groups and individuals, herein referred to as “stakeholders”, shall include but not be limited to designated representatives of the following organizations: the Iowa Bankers Association; the Iowa Association of Realtors; the Iowa State Bar Association; the Iowa Land Title Association; the Iowa Credit Union League; the Iowa State Association of Counties (ISAC); the Iowa Counties Information Technology affiliate of ISAC; and the Iowa State Association of County Supervisors affiliate of ISAC. Stakeholders shall be provided sufficient opportunity to offer input, opinions, questions, and presentations. From time to time the Board may designate additional stakeholders by adoption of a motion.

18. Notice of Meetings. The secretary-treasurer shall send notices of Board meetings by electronic mail to the last known address of each Board member and stakeholder, unless the Board member or stakeholder officially designates an alternate method of notification. Notices shall include a tentative agenda and shall be sent at least seven days prior to the Board meeting. It shall be the responsibility of each Board member and stakeholder to provide a current and correct address to the secretary-treasurer for such notification.

19. Cancellation of Meetings. When it is necessary to cancel a Board meeting due to inclement weather or any other good reason, the chairperson shall make that decision as soon as possible, but no later than two hours prior to the meeting. As soon as such a decision is made, Board members and stakeholders shall be notified by the chairperson or the chairperson's designee in the best and most efficient manner possible. The chairperson shall also notify the office of the Iowa State Association of Counties so that Board members and stakeholders shall be able to contact that office for confirmation of meetings or cancellations.

20. Effective Date. This Agreement shall become effective upon adoption by each of the four Affiliate Members.

21. Initial Procedures. Within 45 days of the effective date of this Agreement, an organizational meeting shall be held for the initial election of officers and for the conduct of any other business. The terms of office for persons elected at this organizational meeting shall be the remainder of the current fiscal year. The first annual payment of Affiliate Member fees, as provided in Paragraph 14, shall be paid within 45 days of the effective date of this Agreement, and shall apply to the operations costs for the remainder of the current fiscal year.

22. Breach. If any Affiliate Member shall consider another Affiliate Member to be in material breach of this Agreement, the Affiliate Member which considers another Affiliate Member to be in breach (the Aggrieved Party) shall give notice to all other Affiliate Members, including the Affiliate Members allegedly in breach (the Alleged Breaching Party). Such notice shall contain full particulars regarding the alleged breach. The Alleged Breaching Party shall either cure the alleged breach within 90 days, or shall dispute the existence of a breach in writing. If the alleged breach is cured within the 90 days, this Agreement shall remain in full force and effect. If the Alleged Breaching Party disputes the existence of a breach, the factual question of whether there is a material breach shall be resolved by the CREW Board. If the CREW Board determines there is a material breach, and it is not cured within 90 days, the Aggrieved Party shall have the right to withdraw immediately from this Agreement by giving notice to the Board. Upon withdrawal, the Affiliate Member shall be refunded its Affiliate Member fees paid during that fiscal year. If there is no dispute by the Alleged Breaching Party, and the alleged breach is not cured within 90 days, the Aggrieved Party shall have the right to withdraw immediately from this Agreement by giving notice to the Board. Upon withdrawal, the Affiliate Member shall be refunded its Affiliate Member fees paid during that fiscal year, prorated to the date of withdrawal.

23. Duration. This Agreement shall be in effect for five years from the effective date of this Agreement. After that it shall automatically renew annually unless it is terminated pursuant to Paragraphs 24 or 25.

24. Withdrawal. An Affiliate Member may withdraw from this Agreement effective at the end of the fiscal year by providing written notice to the chairperson at least 30 days in advance. Upon withdrawal, the Affiliate Member forfeits any and all Affiliate Member fees paid prior to the withdrawal. Withdrawal by two or more Affiliate Members automatically terminates this Agreement, effective at the end of the fiscal year in which the withdrawals occur.

25. Termination. This Agreement may be terminated upon the affirmative vote of a majority of the Board members voting on the termination at any Board meeting, provided that all Affiliate Members have received a written Board meeting agenda announcing the

termination vote at least seven days in advance of the Board meeting. Such termination shall take effect at the end of the fiscal year in which the vote occurs.

26. Adding Affiliate Members. In order to add Affiliate Members to this Agreement, this Agreement would have to be amended pursuant to Paragraph 27.

27. Amendments. This Agreement may be amended at any Board meeting, provided that all Affiliate Members have received a tentative agenda including the vote on the proposed amendment at least seven days in advance of the Board meeting pursuant to Paragraph 18. Any such amendment shall take effect immediately unless another effective date is included in the amendment.

28. Third Party Benefit. Neither the provisions of this Agreement, nor the provisions of any agreement that the Board may enter into shall inure to the benefit of any third party. Neither this Agreement nor any agreement that the Board may enter into may be the basis of a claim or cause of action on behalf of any third party.

29. Disposition of Assets. In the event that this Agreement is terminated for any reason, all Web Portal property shall be delivered and conveyed to the Affiliate Members in proportion to their current year's financial contribution to the Web Portal, after payment of all just debts, obligations, and liabilities of the Web Portal.

30. Records. Upon termination of this Agreement, the secretary-treasurer shall retain all Web Portal records, reports, files, account statements, agreements, and other documents or records for a period of three years from the date of termination. Any Affiliate Member shall be entitled to copies of all such documents at the Affiliate Member's expense. The provisions of this Paragraph shall survive the termination of this Agreement.

31. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provisions, and to that end, the provisions of this Agreement are declared to be severable.

32. Liability of the Board Members. The Board members shall use reasonable and ordinary care in the exercise of their duties under this Agreement. They shall not be liable for, and held harmless and defended by the Web Portal, for any act of negligence, any mistake of judgment, or any other action made or omitted in good faith. The Board may purchase insurance providing coverage for Board members and officers of the Web Portal.

33. Notices. All communications required under this Agreement shall be in writing and shall be sent by electronic mail. If intended for the Web Portal, the communication shall be sent to the Board chairperson. If for the Affiliate Member, the communication shall be sent to the Affiliate Member association's president.

34. Americans with Disabilities Act. The Affiliate Members acknowledge that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through the Web Portal, must be accessible to persons with disabilities. The Affiliate Members shall use their best efforts to provide the public services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. The Affiliate Members agree not to discriminate against persons with disabilities in the provision of public services provided under this Agreement and further agree that any violation of this prohibition will constitute a material breach of this Agreement.

35. Entire Agreement. All prior agreements, contracts, promises, and representations, if any, between the Affiliate Members, or their representatives, with respect to the matters covered in this Agreement are hereby merged into this Agreement. This Agreement represents the entire agreement between the Affiliate Members with respect to matters covered by this Agreement. No waiver or modification of the terms of this Agreement shall be valid unless in writing signed by all of the Affiliate Members.

IN WITNESS WHEREOF, each of the Affiliate Members has caused this Agreement to be executed by its duly authorized officer on the respective dates shown below.

Iowa State County Treasurers Association

By: _____ Date: _____

Iowa County Recorders Association

By: _____ Date: _____

Iowa State Association of Assessors

By: _____ Date: _____

Iowa State Association of County Auditors

By: _____ Date: _____