

DANE COUNTY CONTRACT # _____

Revised 11/2024



Department: Public Safety
Communications

Provider: Northland Business
Systems

Expiration Date: 12/31/2031

Maximum Cost: ~~\$340,835~~

Registered Agent (if applicable): Northwest Registered
Agent, LLC
2800 E. Enterprise, Ave,
Registered Agent Address: STE 333, Appleton, WI
54913

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Northland Business Solutions (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Blvd. #109, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing a call logging hardware, software and associated maintenance that provides secure, scalable recording with high-quality audio and easy retrieval.

WHEREAS PROVIDER, whose address is 12150 Nicollet Ave, Burnsville, MN 55337, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement

with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- V. PAYMENT:**
COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS:**
PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.
- VII. DELIVERY OF NOTICE:**
Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. INSURANCE & INDEMNIFICATION:**
- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the

subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic

PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:



Dereck Leyde
President/CEO

4-15-26

Date

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Services

1. PURPOSE

PROVIDER shall furnish, deliver, install, configure, test, and support a Revcord call logging system for Dane County Public Safety Communications ("PSC") to replace the County's current end-of-life call logging platform. The system shall support PSC's operational requirements for recording and retrieval of call-related audio, video, screen activity, metadata, and other associated communications records for investigative purposes, public records compliance, and quality assurance.

2. GENERAL SCOPE

PROVIDER shall provide a complete and operational Revcord logging solution, including all hardware, software, licensing, integration components, professional services, implementation services, training, warranty coverage, and maintenance/support services as identified in the PROVIDER's quote attached hereto and incorporated herein.

The system shall be delivered as a turnkey solution, fully configured for COUNTY use.

3. SYSTEM COMPONENTS

At a minimum, Contractor shall provide the following system components and capabilities, to the extent included in the quoted solution:

A. Revcord logging platform:

- Revcord call logging platform
- Revcord MCS server(s) for designated COUNTY location(s)
- All required hardware, software, and licenses necessary for the platform to function as proposed.

B. Recording functionality

- Recording of designated voice, radio, telephony, and related communications sources
- Recording of designated screen activity for authorized workstations
- Capture of applicable call metadata and SMS data where included solution
- Retention, playback, search, retrieval, and export functionality for authorized COUNTY users

C. Included integrations and licenses

PROVIDER shall provide and configure applicable integrations, licenses, and related components, including as applicable:

Solacom VoIP/ROIP Channel licenses
Solacom NG911 call recording bundle for voice, metadata and SMS
Motorola ASTRO P25 integration
Motorola AIS-related licensing and/or transfer
Motorola P25 talkgroup licensing
Harris VIDA P25 integration license
Harris Talkpath licenses
P25 encryption support
DVSI decoder functionality
Analog channel cards and associated analog channel capacity
ENTCAD Enterprise CAD integration
Windows screen recording licenses/capacity for designated COUNTY workstations

4. Installation and Implementation Services

PROVIDER shall perform all implementation services necessary to place the system into successful operation, including:

- Project planning and implementation coordination
- Delivery and installation of equipment and software

- System configuration
- Integration with identified COUNTY communications and dispatch-related systems
- Setup of user accounts, system permissions, retention settings, and administrative functions
- Initial system testing
- Cutover support
- Troubleshooting during implementation
- Coordination with COUNTY PSC staff

5. Training

PROVIDER shall provide training for COUNTY personnel sufficient to enable operational and administrative use of the system. Training shall include, at a minimum:

- System administration
- User access and permissions
- Search and retrieval of recordings
- Playback and export of recordings
- Basic troubleshooting and support procedures

PROVIDER shall provide any standard user guides, technical documentation, and training materials customarily included with the system.

6. Warranty

PROVIDER shall provide a one-year (12-month) parts and labor warranty for each new Revco digital logging recorder and any other covered components included in the quoted solution, beginning on the date of County acceptance.

Warranty coverage shall include repair or replacement of covered components and labor necessary to correct defects in materials, workmanship, or installation.

7. Maintenance and Support

Following expiration of the initial warranty, PROVIDER shall provide four (4) additional years of software hardware support and maintenance services, for a total support term of five (5) years when combined with the first-year warranty/support period.

Maintenance and support shall include all specifications of the Maintenance and Support Agreement, attached hereto and incorporated herein for reference.

8. Acceptance

The COUNTY shall not be deemed to have accepted the system until PROVIDER has:

- Delivered all required hardware, software, and licenses
- Completed installation and configuration
- Completed integration work included in the contract
- Demonstrated successful recording, retrieval, playback, and export functions
- Completed training
- Delivered required documentation
- Corrected any material defects identified during testing

Final acceptance shall occur only after COUNTY confirms in writing that the system is operational and materially conforms to the contract requirements.

SCHEDULE B

Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

Payment terms will be:

50% due at time of sales execution

50% balance due 10 business days post go-live

Sales Proposal

Date: 12/19/2025

Sales Rep: Dereck Leyde

- ☐ Purchase ☐ Lease
☐ New Customer ☐ Present Customer

- ☐ Equip Move ☐ Maintenance Agreement ☐ Demo
☐ Pickup

BILL TO CUSTOMER

Dane County
210 Martin Luther King Jr Blvd
Room 109
Madison, WI 53703
Phone: 608-267-2507
Contact: Luis Bixler
Email: bixler.luis@danecounty.gov

SHIP TO CUSTOMER

SAME

Phone: _____
Contact: _____
Email: _____

- ☐ COD ☐ Order To Be Filled ☐ Order Delivered ☐ Credit Memo

Quantity	NBS Product No.	Description	Unit Price	Total
1	REVCORD SOLUTION		\$134,385.00	\$134,385.00
1	NexLog740DX	CCB Location Revcord MCS Server, includes the following	Included	Included
2	ANALOGCARD	48 Analog Channels with associated cards	Included	Included
1	HARRIS - INT	Harris Vids P25 Integration License	Included	Included
50	TALKPATH	Harris Talkpath Licenses	Included	Included
1	209270	P25 Encryption Support	Included	Included
1	ENTCAD	Enterprise CAD Integration	Included	Included
2	324720DX	DVSI- 2 Port Decoder for P25	Included	Included
1	SCREENS	Windows Screen Recording - Up to 25 PCs	Included	Included
1	NexLog740DX	ED Location Revcord MCS Server, includes the following	Included	Included
1	ANALOGCARD	32 Analog Channels with associated cards	Included	Included
52	VOIP/ROIP	VoIP Channel Licenses (SolaCom)	Included	Included
1	SOLACOM	SolaCom NGS11 Call Recording Bundle (Voice, Metadata & SMS)	Included	Included
1	SCREENS	Windows Screen Recording - Up to 25 PCs	Included	Included
1	NexLog740DX	Madison Location Revcord MCS Server, includes the following	Included	Included
51	CHANTALK	Motorola P25 Talkgroup Licenses	Included	Included
1	REVTRUNK	Integration to Motorola ASTRO P25 - Single AIS	Included	Included
1	MOTO AIS TRANSFER	Motorola AIS License Transfer Fee	Included	Included
1	P25UPG	Motorola P25 Upgrade to 2024.1 - tentatively scheduled for January 2026	Included	Included
2	324720DX	DVSI- 2 Port Decoder for P25	Included	Included
Software/Hardware Support Services				
1	WARRANTY	A full <u>1 year</u> (12 month) parts and labor service warranty is included with the purchase of each new Revcord Digital Logging Recorder.	Included	Included
1		Additional <u>4 years</u> parts and labor service included all service calls, software and security updates.	\$68,400.00	\$68,400.00
1	REVI	Revi AI-CA - Closed Secured AI Solution - No charge for the first 90 days. The amount of \$123,600.00 covers the remaining 5-year term to match the logger term.	\$123,600.00	\$123,600.00
Professional Services				
1		Installation, Configuration and Training	\$14,000.00	\$14,000.00
			Total	\$340,385.00

Comments / Notes / Additional Information:

50% down payment due with order, remaining balance due with project completion

Customer Signature: X Luis Alejandro Bixler Date: 3/4/2026

All mathematical and pricing errors are subject to correction upon invoicing.

This is not an invoice

Maintenance and Support Service Agreement

Comprehensive Coverage Model: Platinum

This Maintenance and Support Service Agreement ("Service Agreement") is between Northland & Companies ("Northland") and Dane County, WI ("Customer"). This Service Agreement sets forth the conditions whereby Northland will provide maintenance and support services for the **Revcore Recording System** more fully described in Exhibit A (the "System").

1. TERM

This **Five-Year** Service Agreement becomes effective on **TBD** and will continue in effect until **TBD+5 years** (the "Initial Term"). The Initial Term and any Renewal Term(s) are collectively the "Term."

2. SUPPORT FEE

The support fee for this **Five-Year** Service Agreement is \$ 192,000 per Schedule A of Dane County Contract # <fill in contract number from page 1 of the Dane County Contract>.

3. SCOPE OF SERVICES

3.1 Support Services. During the Term Northland will use commercially reasonable efforts to resolve any support issues reported by Customer as set forth in this Section.

Prompt response to all service calls will be provided 24 hours a day, 7 days a week, 365 days a year, which is subject to the terms of Section 6 herein. As a comprehensive maintenance customer, you are guaranteed priority service and response to reported trouble via remote connection, web ticket, or a phone call.

Standard Business Hours Support:	952-894-4204
After Hours Support:	952-894-4204, Option 1
Web Support Request:	www.northlandsys.com/service-requests

3.2 Maintenance Services. Northland will provide and install Updates to Customer's System(s) during the Term. "Updates" are defined as any Systems software in which numbers to the right of the first decimal point have increased (i.e., 8.1, 8.2, and 8.3), and these updates are provided at no cost by the software manufacturer. Software "Upgrades" are reflected by a numeric increase to the left

of the first decimal point (i.e., 8.0, 9.0, and 10.0) and may be purchased from Northland for an additional fee at the time such Upgrades are made available. Northland reserves the right to modify the terms of this Agreement upon any manufacturer's release of major "Upgrades."

3.3 Services Delivery. In order to provide the Services described in this Section, Northland may, based on the Northland support team's technical judgments, request a secure connection to Customer's System to monitor machine functions via Northland's Remote Diagnostics Facility (RDF). In providing the Services, Northland may also make changes to the resident System software, but never in a way that would knowingly disrupt normal operations, violate security, or modify Customer records.

4. CUSTOMER OBLIGATIONS

Customer is responsible for the daily supervision, management, and control of the use of the System, including without limitation to the generality thereof, ensuring proper machine configuration, program installation and operating methods, establishing adequate backup procedures, implementing sufficient procedures and checkpoints to satisfy Customer's requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.

Should there be a requirement to restore the System, and the System cannot be restored from backup due to the Customer's failure to maintain adequate backup procedures, the restore will be chargeable to Customer at Northland's then prevailing rates.

Customer will not allow any persons other than Northland authorized personnel to make adjustments, repair, or maintain the System without written consent from Northland. Further, Customer agrees to maintain a climate-controlled environment for the System between 65-75 degrees.

5. TITLE

Title to all documentation and software relating to the maintenance of the System ("Maintenance Materials") shall remain with Northland and Northland's licensors. Customer acknowledges that all such documentation and software are proprietary and confidential and will hold in confidence all such information. Northland grants Customer a non-transferable, revocable license to access and use such Maintenance Materials during the Term solely as necessary for Customer to receive the Services provided hereunder, subject to the terms and conditions of this Services Agreement. Customer will ensure that access to the Maintenance Materials will be limited to Customer employees who must have access in order to use the System efficiently.

Northland may remove any Maintenance Materials or diagnostic software at any time, either temporarily or permanently. Customer acknowledges that the diagnostic software provided to facilitate the Services is distinct from the manufacturer's System software which is made available to Customer under a separate license.

6. EXCLUSIONS

The following items are not included as Services provided by Northland under this Services Agreement, even though such items may relate to the System. Customer is responsible for all charges, including the cost of parts, labor, remote support, and travel expenses relating to:

- Electrical work;
- Repair of damages resulting from accident, neglect or misuse, fluctuations of temperature or humidity, failure of electrical power, or causes other than ordinary use including fires and acts of God, or resulting from maintenance or repair of the equipment by persons other than Northland personnel or its authorized representatives, or damages caused by the installation of third-party equipment or software not purchased from or authorized by Northland;
- Adding or removing accessories, attachments, or other devices;
- Services rendered impractical due to alterations to the equipment or because of electrical or mechanical connections to equipment not supplied by Northland;
- Upgrading any third-party software not installed/purchased from or authorized by Northland;
- Installation of Upgrades;
- New report formats;
- Changes to existing report formats;
- Reinstall software due to computer or 3rd party software failure.
- Connectivity to the internet service provider from a remote site to Customer's network;
- Interfacing client's Virtual Private Network with a remote site.

7. CHARGES

Recurring fees for the Services provided under this Service Agreement are invoiced on an annual basis and are payable upon Customer's receipt of Northland's invoice. If the Services are interrupted due to Customer's failure to pay an invoice, Northland may require an on-site evaluation in order to determine the condition of Customer's System before the Services are resumed. Northland may also require an inspection of Customer's System if a third party has serviced or accessed the System. The cost of parts, labor, and travel to evaluate the System under these circumstances, and all serviceable standards of operation as

reasonably deemed necessary by Northland, will be the responsibility of the Customer. Northland will assess late charges of one and one-half percent (1.5%) per month for unpaid charges over thirty (30) days past due. Northland may suspend and discontinue the Services if Customer fails to pay any invoices within sixty (60) days of the due date.

Changes in equipment specifications, attachments, or features may result in an adjustment of Service charges. The Service charges for equipment not covered by this Service Agreement will be the current published rate at the time the equipment is added and will be prorated to coincide with the anniversary date of this Service Agreement. All future purchases for this System will be automatically added to this main Service Agreement, and a prorated invoice will be generated.

8. RATES FOR SERVICE **NOT** COVERED UNDER THIS AGREEMENT

There is a one-hour minimum charge for all labor. Customer is eligible for Discounted Rate upon payment of invoices related to this Agreement.

	Standard Time and Material Rate	Discounted Rate for Customers with Current Maintenance Agreement
Labor		
Normal Business Hours (8:00 am – 5 pm, Mon – Fri)	\$195.00 per hour	\$95.00 per hour
After-Hours Service	\$375.00 per hour	\$225.00 per hour
Travel	\$ 90.00 per hour	\$ 90.00 per hour

9. TERMINATION

This Services Agreement may be terminated at any time by either party, effective on written notice to the other party, if the other party breaches this Agreement or the underlying software license and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach.

This Services Agreement may be terminated by Northland, effective immediately, if Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v)

applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

10. CONFIDENTIALITY

10.1 Confidential Information Defined. "Confidential Information" refers to the following one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any document Discloser marks "Confidential"; (b) the non-public features and functions of the System for which Northland is Discloser; and (d) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Discloser. Recipient is on notice that the Confidential Information may include Discloser's valuable trade secrets.

10.2 Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "Purpose"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Section 10; and (b) shall not disclose Confidential Information to any other third party without Discloser's prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. If legally permitted, Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.

10.3 Termination & Return. With respect to each item of Confidential Information, the obligations of Section 10.2 above (Nondisclosure) will terminate five years after the date of disclosure; provided that such obligations related to Confidential Information constituting Discloser's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.

11. LIMITATION OF LIABILITY

11.1.

EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$340,000.00 DURING THE TERM OF THIS AGREEMENT (THE "LIABILITY CAP").

11.2. Excluded Damages. EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICES AGREEMENT.

11.3. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 11, A PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

12. WARRANTY DISCLAIMER

NORTHLAND MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NORTHLAND DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT NORTHLAND WILL CORRECT ALL SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT NORTHLAND DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT CUSTOMER'S USE OF THE SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. NEITHER NORTHLAND NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANTS OR GUARANTEES THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE.

13. INSURANCE

Each party has and will maintain insurance at levels specified in section VIII. Customer shall maintain throughout the term of this

Service Agreement, cyber liability insurance (including notification, credit monitoring, ID theft restoration) with an annual limit of at least two million dollars (\$2,000,000).

14. SECURITY

Each party has implemented and will maintain industry standard security policies and procedures adequate for an organization of its size and the nature of the information it is controlling during the term of this Service Agreement. Northland will have no liability for any damages arising from: (a) a modification of the System made by anyone other than Northland, unless Northland approves such modification in writing; or (b) use of the System in combination with any operating system not authorized in the Maintenance Materials or with hardware or software specifically forbidden by the specifications or documentation made available to Customer.

15. GENERAL

- No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Service Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- Any or all of Northland's rights or obligations under this Service Agreement may be assigned by Northland with notice to the Customer and will be exercised by any assignee thereof. The Customer shall not reasonably withhold approval.
- Northland may, in its sole discretion, perform any of the Services by or through sub-contractors. Northland shall inform the Customer of all sub-contractors used and Northland shall remain liable for the acts and omissions of all such sub-contractors.
- This Agreement is not transferable or assignable by the Customer except with the express written permission of Northland.
- Any differences and/or disputes that may arise between Northland and the Customer in connection with this Agreement shall be referred to arbitration according to the Arbitration Act 1908 or any amendment thereof being in force.
- No action arising out of the performance of services under this Service Agreement whether in contract or tort, including negligence, may be brought by either party more than one year after the cause of action accrues; provided, however, that any action for non-payment may be brought at any time within the applicable statute of limitations period.
- This Service Agreement and all claims arising out of or related to this

Agreement will be governed solely by the internal laws of the State of Minnesota, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Hennepin County, MN.

- Northland may modify this Service Agreement effective as of any anniversary date of this Services Agreement by giving thirty (30) days prior written notice to Customer. Customer may then elect to accept this Services Agreement with such modification(s) or deletion(s) or terminate the Services Agreement. Failure by Customer to terminate within the thirty-day notice period will signify acceptance of the Services Agreement as amended. As used in this Section, the term "modification" includes, without limitation, changes in price, term or the character or extent of service, including withdrawal of support for particular hardware or software systems or subsystems.
- This Service Agreement replaces and supersedes any previous Service Agreement between the parties and constitutes the entire Service Agreement between the parties with respect to the subject matter hereof.

IN WITNESS THEREOF, the parties have signed this Service Agreement by their duly authorized representatives.

Northland Business Systems

By: 
Name: Derek Leyde
Title: President/CEO
Date: 4-15-26

Dane County, WI

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

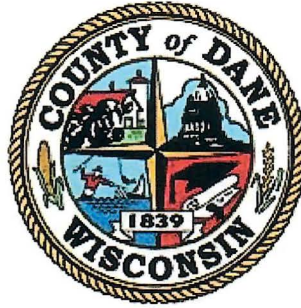
Exhibit A
Description of System

1. LOCATION OF EQUIPMENT

**Dane County
210 Martin Luther King Jr Blvd
Room 109
Madison, WI 53703**

2. DESCRIPTION OF HARDWARE & SOFTWARE COVERED IN THIS AGREEMENT

**CCB Location Revcord MCS Server
EDC Location Revcord MCS Server
Madison Location Revcord MCS Server
~~Revi AI QA - Closed Secured AI Solution~~**



**Model
Affirmative Action Plan
For Dane County Contractors**

**Dane County
The Tamara D. Grigsby Office for Equity and Inclusion
Contract Compliance Program
210 Martin Luther King Jr. Blvd., Room 356
Madison WI 53703
Phone: (608) 283-1391
Email: oei@countyofdane.com**

**Dane County
Model Affirmative Action Plan**

Table of Contents

Contents	Page No.
I Policy Statement	1
II. Employment Practices	1
III. Goals and Timetables	1
IV. Targeted Business Enterprises	1
V. Collective Bargaining Agreements	2
VI. Discrimination Complaints	2
VII. Good Faith Efforts	2
A. Dissemination of Policy Statement and Plan	2
B. Recruitment	3
C. Selection Criteria	3
D. Payroll Practices	4
E. Staff Development	4
F. Harassment-Free Work Environment	4
G. Complaints	4
H. Demotion Layoff And Termination	5
I. Compensation	5
J. Subcontracting	5
K. Targeted Business Enterprises	5
VIII. Work Force Analysis	6
IX. Goals/Projected Work Force	7

Affirmative Action Plan	
Vendor Name: Northland Business Systems	Address: 12150 Nicollet Ave
City&State: Burnsville, MN 55337	Email: jsmith@northlandsys.com
Prepared By: Jennifer Smith	Title: CFO
Telephone: 952-428-7232	Date: March 16, 2026

I. POLICY

Pursuant to Federal, State and County requirements set forth by the Dane County Board of Supervisors, in accordance with Chapter 19 of the Dane County Ordinances, it is our company's policy to provide equal employment opportunity to all employees and applicants for employment without regard to age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, cultural differences, ancestry, physical appearance, arrest record or conviction, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States. All employees shall be treated equally with respect to, but not limited to, recruitment, employment, promotion, demotion, transfer, compensation, training, apprenticeships, layoffs and termination. To implement this policy, this firm will take affirmative action to ensure nondiscrimination in employment and service delivery.

(Name and title) Jennifer Smith, CFO has been designated as the Equal

Opportunity Officer to be responsible for planning and implementing our company's affirmative action programs and serve as the liaison between the contractors and the contracting entity. All personnel who are responsible for hiring and promoting employees and for the development and implementation of programs or activities are charged to support this program in implementing affirmative action goals and initiatives.

II. EMPLOYMENT PRACTICES

Consistent with Chapter 19, Subchapter II, of the Dane County Code of Ordinances, our firm will review its employment practices and policies to ensure that they are not discriminatory. We will conduct a self-evaluation process for the purpose of identifying barriers to equal employment opportunity in the following areas: employment, promotion, demotion, recruitment, training and compensation.

III. GOALS AND TIMETABLES

The Contractor understands that the principal objective of this affirmative action plan is to strive to reach a balanced work force of protected group members throughout the various job categories. We further acknowledge that as a necessary prerequisite for the development and implementation of this plan is an analysis of our current work force. The goals directed towards the achievement of a balanced work force will be established based on our organization's present and future personnel needs and availability of protected groups in the labor market.

IV. TARGETED BUSINESS ENTERPRISES

The contractor/vendor understands that it is the policy of Dane County to utilize to the fullest extent targeted business enterprises when contracting for any construction, purchase, furnishing or disposal of goods and services, or real property in order to ensure an equitable share of Dane County contracts. The contractor/vendor will make every reasonable effort to increase contracting and subcontracting opportunities for targeted business enterprises.

V. COLLECTIVE BARGAINING AGREEMENTS WITH LABOR ORGANIZATIONS
(Where Applicable)

Review our collective bargaining agreements with the labor organizations listed below to ensure that there are no provisions that have a discriminatory impact on members of any protected groups.

Union	Local No.	Business Agent	Address and Telephone	EEO
N/A				

VI. DISCRIMINATION COMPLAINTS

Review policies to ensure that there is an established procedure for internal review of discrimination and harassment complaints, and that the employee is aware of the appropriate person(s) to whom such complaints should be made.

VII. GOOD FAITH EFFORTS

In order to improve the representation of racial/ethnic affirmative action groups, women and people with disabilities in our workforce, we will carry out the following good faith efforts to achieve a balanced workforce:

M = Maintain, I = Initiate, C/D = Completion Date.

M	I	C/D	
☒	☐		A. Dissemination of Policy Statement and Plan
☒	☐		1. Include policy statement in our policy manual
☒	☐		2. Prominently display on employee bulletin boards the fact that we are an EEO/AA employer.
☒	☐		3. Make a reference copy of this plan available to any employee who requests one.
☒	☐		4. Publicize that we are an "affirmative action/equal opportunity employer" in all of our employment-related media advertising.

M	I	C/D	
☒	☐		B. Recruitment
☐	☒		1. Upon request, supply job applicants with a reference copy of our affirmative action plan.
☒	☐		2. Mail written job notices to the Dane County Office for Equity and Inclusion, 210 MLK Blvd., Room 356, Madison, WI 53703. Email electronic notices to OELjobPosting@countyofdane.com. (Dane County Funded Agencies Only).
☐	☒		3. Maintain, for at least six months, the applications of all female and racial/ethnic applications who appear to be qualified for employment with us.
☒	☐		4. In accordance with the basic record keeping requirements of Title VII of the Civil Rights Act of 1964 and the 1978 Uniform Guidelines on Employee Selection Procedures, maintain annual applicant flow data.
☐	☒		5. Encourage present females, people with disabilities, and racial/ethnic employees to assist in the recruitment of prospective females, people with disabilities and racial/ethnic employees.
☒	☐		6. Review job descriptions to ensure that notices reflect actual job duties and are job related.
☒	☐		7. Establish working relationship with local advocacy agencies for women, minorities and persons with disabilities.
☒	☐		C. Selection Criteria
☐	☒		1. Review and take into account workforce and salary goals when hiring, promoting, laying off and terminating employees.
☒	☐		2. Review as necessary all of our personnel policies and practices to ensure that they are reliable and unbiased.
☐	☒		3. Establish selection criteria, which accurately identify the actual skill requirements of jobs; use reliable and unbiased screening methods (oral and written tests, interview questions, etc.) to measure job-related skills.
☒	☐		4. Review application process to determine whether information required or requested is bias-free, job related and essential pre-employment information.

M	I	C/D	
☒	☐		D. Payroll Practices
☒	☐		1. Review, at minimum of every two years, the entire payroll for potential Equal Pay Act and Title VII problems, wage discrimination, and disparities in wage and promotional opportunities in the workforce.
☒	☐		2. Maintain records of any potential problems discovered in the review and the goals established to eliminate them.
☒	☐		3. Make hiring, promotion, bonus and other pay decisions without regard to race, gender or disability.
☒	☐		E. Staff Development
☒	☐		Take Affirmative Steps to: 1. Review the availability of training and promotional opportunities to all employees.
☒	☐		2. Provide equal access to training, promotional opportunities or transfer to protected group members.
☒	☐		3. Encourage all employees participation in staff development in internal or external programs.
☒	☐		F. Harassment-Free Work Environment
☒	☐		1. Ensure a harassment-free work environment for all employees.
☒	☐		2. Be sure that all managers and supervisors know their responsibility for eliminating harassment.
☒	☐		3. Make the policy clear to all employees by: a. raising the subject of harassment with our employees; b. developing strong disapproval of all forms of harassment; c. developing appropriate sanctions; and d. informing employees of their right to file complaints with enforcement agencies if harassment is not eliminated.
☒	☐		G. Complaints
☒	☐		Our firm will review its complaint process and grievance procedure to ensure that there is an internal complaint investigation process for discrimination complaints.

M	I	C/D	
☒	☐		H. Demotion Layoff And Termination
☒	☐		1. Review our demotion, layoff and termination procedures to evaluate impact on protected groups. We will take whatever remedial action is feasible if disparate impact is found to exist.
☒	☐		2. Ensure nondiscriminatory demotion, layoff or termination by taking whatever action is feasible to achieve bias free processes.
☒	☐		3. Where present layoff procedures would have clear differential effect on protected groups.
☒	☐		I. Compensation
☒	☐		1. Review our wage and salary system to determine whether discriminatory factors exist including but not limited to skill, effort, and working conditions associated with the job.
☒	☐		2. Review benefits to determine whether any inequities exist among benefits to women, men, minorities and persons with disabilities.
☒	☐		J. Subcontracting
☒	☐		Our firm will make every reasonable effort to increase contracting and subcontracting opportunities for business enterprises owned by women, minorities and persons with disabilities. Include equal employment opportunity clauses, when appropriate.
☐	☒		K. Targeted Business Enterprises
☐	☒		As a County Contractor we will make the following commitments:
☐	☒		1. Allow TBE's opportunities to compete for subcontracting opportunities.
☐	☒		2. Review a list provided by the Dane County certified TBE's.
☐	☒		3. Maintain records of utilization of certified TBE's to be made available to compliance staff.

ACKNOWLEDGMENT

On behalf of this vendor and with its authorization, the undersigned acknowledges that s/he has read, reviewed and adopted this affirmative action plan and agrees to be bound by it. Further, the information provided herein is true and accurate to the best of this employer's ability. The undersigned further acknowledges that the funding entity has the right to review the records of this employer, which shall be maintained as documentation of this employer's agreement to be bound by the plan, and supplemental narrative we have submitted.

Respectfully submitted at Madison, Wisconsin, on this date (mm/dd/yy): 03/17/26

EEO/AAO

Chief Executive Officer

Print names of above signature

Print name of above signature

CURRENT WORK FORCE ANALYSIS
NAME OF FIRM: Northland Business Systems
DATE 3/16/26

TOTAL EMPLOYEES		MALES					FEMALES					PROTECTED GROUPS		
Job Categories	Total	C	B	H	NT/A	A/PI	C	B	H	NT/A	A/PI	Total Minority M/F	Total Female All Races	Persons With Disabilities
Managers	4	2					2						2	
Professionals	2	2												
Technicians	13	12				1						1		
Sales Workers	4	4												
Office & Clerical	4						4						4	
Crafts (Skilled)														
Operatives (Semiskilled)														
Laborers (Unskilled)														
Service Workers														
Total	27	20				1	6					1	6	

Last Year's (if available)

Total Employees 29 (100%)

Minorities 2 % 7

Women 6 % 21

Persons with Disabilities 0 % 0

Total Work Force (this year)

Total Employees 27 (100%)

Minorities 1 % 3

Women 6 % 22

Persons with Disabilities 0 % 0

C = Caucasian

B = Black

H = Hispanic

NT/A = Native American

A/PI = Asian/Pacific Islander

GOALS/PROJECTED WORK FORCE

NAME OF FIRM: Northland Business System

DATE: FROM 03/16/26 **TO** 03/16/27

EEO Job Categories	Total Number (100%)	Total Minority Representation	%	Total Female Representation	%	Total Persons With Disabilities	%
Officials & Managers	4			2	50		
Professionals	2						
Technicians	13	1	8				
Sales Workers	4						
Office & Clerical	5			5	100		
Crafts (Skilled)							
Operatives (Semiskilled)							
Laborers (Unskilled)							
Service Workers							
Totals	28	1	4	7	25		

Northland Business Systems Civil Rights Compliance Plan

Company policy and operating procedure for employment, customer-facing services, accessibility, language access, and complaint handling

Updated 01/01/26

Contents

1. Purpose & Policy	2
2. Scope & Northland Operating Context.....	2
3. Legal & Regulatory Framework.....	3
4. Governance & Responsibilities Governance Matrix.....	4
5. Operational Standards.....	5
6. Complaint reporting, accommodation requests, and investigations.....	7
7. Training, Communication, & Notice	9
8. Monitoring, Audits, & Corrective Action	10
9. Records Management & Retention	10
10. Review, Approval, & Document Control.....	11
Appendix A. Civil Rights / Accommodation Intake Form	12
Appendix B. Annual Civil Rights Compliance Checklist	13
Appendix C. Sample Nondiscrimination Notice	15

1. Purpose & Policy

Northland Business Systems (Northland) is committed to providing equal employment opportunity and to delivering its products, services, support, training, and partner-facing activities without unlawful discrimination, harassment, or retaliation. Civil rights compliance is a leadership responsibility and an operational requirement that applies to how Northland hires, manages, communicates, designs, sells, implements, trains, supports, and responds to complaints.

- Northland prohibits discrimination, harassment, and retaliation on the basis of race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, or any other status protected by applicable law.
- Northland will provide reasonable accommodations and effective communication aids when required by law and when appropriate to ensure equal access to employment opportunities and customer-facing interactions.
- Northland will investigate good-faith complaints promptly and impartially, take corrective action where warranted, and maintain records sufficient to demonstrate implementation of this plan.

2. Scope & Northland Operating Context

This plan applies to Northland employees, applicants, temporary workers, interns, contractors, dealers, resellers, subcontractors, customers, end users, trainees, website visitors, and other third parties interacting with Northland in the United States. It covers employment, recruiting, marketing, sales, contracting, implementations, product design and release management, training, customer support, remote assistance, events, and complaints.

Northland operates in public-safety and compliance-sensitive environments. Its browser-based software, AI-enabled review tools, cloud services, redaction workflows, role-based permissions, and audit features create strong governance capabilities, but they also require disciplined processes to prevent discriminatory barriers in access, communication, and decision-making.

Operational controls already relevant to this plan

Role / control area	Required responsibility
Browser-based delivery	Northland should maintain inclusive customer-facing practices across web access, remote training, and digital documentation because core workflows are delivered through browser-based interfaces and web content.
Role-based permissions and 2FA	User rights must be assigned using documented, objective criteria so that access limitations are tied to role, security, and contract requirements - not protected characteristics or informal preferences.
Audit logging and reporting	Administrative changes, exports, and user activity should be retained and reviewed to support complaint investigations, trend analysis, and accountability.
Redaction and visibility controls	Where Northland products expose redacted and unredacted content based on certifications or rights, configuration and training must ensure consistent, nondiscriminatory application of those controls.

3. Legal & Regulatory Framework

This plan is designed to align with applicable U.S. federal civil rights requirements and with stricter state, local, customer, or award-specific obligations where they apply. At a minimum, Northland will account for the following sources of law and contract requirements:

- Employment: Title VII of the Civil Rights Act of 1964 (including anti-retaliation and religious accommodation), the Pregnancy Discrimination Act, the Americans with Disabilities Act (ADA) Title I, the Age Discrimination in Employment Act, the Equal Pay Act, the Genetic Information Nondiscrimination Act, and applicable state and local employment laws.

- Public-facing services and events: ADA Title III requirements for reasonable modifications, effective communication, and equal access where Northland offers goods, services, training, events, or other public-facing interactions.
- Federally assisted programs or activities, if applicable: Title VI, Section 504, the Age Discrimination Act, Title IX where applicable, and agency-specific civil-rights award conditions, certifications, or flow-down clauses.
- Customer and partner requirements: civil-rights, accessibility, language-access, public-records, or procurement obligations incorporated into statements of work, purchase orders, reseller agreements, or grant-funded projects.

4. Governance & Responsibilities Governance Matrix

Role / control area	Required responsibility
President / CEO	Approves this plan, sets tone at the top, assigns accountability, and ensures sufficient staffing and authority for implementation.
Civil Rights Compliance Officer (CRCO) or designated executive	Owns plan administration; receives and tracks complaints; coordinates investigations; monitors legal changes; and issues annual reports or updates to leadership.
Human Resources	Administers equal employment opportunity practices, accommodation requests, anti-harassment processes, training completion, and employment recordkeeping.
Product, Engineering, UX, and QA	Review material product changes for accessibility, communication, permissions, and potential discriminatory impact; document remediation decisions; and coordinate with compliance when high-risk issues arise.

Sales, Marketing, Channel, and Dealer Management	Ensure equal access to demos, pricing processes, training opportunities, and partner communications; maintain respectful, nondiscriminatory communications and escalation paths.
Implementation, Support, and Training teams	Provide support and training consistently, honor accommodation or effective communication requests where required, and route civil-rights concerns outside the ordinary support queue when needed.
Managers	Model compliance, escalate concerns immediately, prevent retaliation, preserve records, and ensure staff complete required training.
All personnel	Comply with this plan, report concerns in good faith, cooperate in investigations, and avoid retaliation or interference.

5. Operational Standards

5.1 Employment Practices

- Job descriptions will focus on essential functions and objective qualifications. Recruiting, interviewing, selection, promotion, compensation, discipline, and termination decisions must be based on job-related criteria and documented business reasons.
- Northland will not ask unlawful disability- or genetic-information questions, and any medical or genetic information lawfully received will be handled confidentially and stored separately as required by law.
- Northland will provide reasonable accommodations for disability and religion through an interactive, case-by-case process unless doing so would create an undue hardship under applicable law.
- Harassment, hostile-work-environment conduct, and retaliation are prohibited regardless of whether the complainant files a formal complaint. Managers must escalate observed

or reported issues even if the reporting person asks that no action be taken, subject to confidentiality limits.

5.2 Customer, dealer, and partner interactions

- Northland will provide equal access to product information, sales engagement, training, implementations, maintenance, warranty or subscription support, and complaint escalation channels without unlawful discrimination.
- Customer- and partner-facing eligibility, security, and access rules must be written, objective, and consistently applied. Staff may not deny or delay service based on stereotypes, assumptions, offensive remarks, or informal gatekeeping.
- Events, webinars, demos, and training sessions should include a mechanism for requesting accommodations or accessibility support with reasonable advance notice, while also honoring walk-in or late-breaking needs where feasible.

5.3 Accessibility, accommodations, and effective communication

- For employment matters, HR will coordinate reasonable accommodations with the affected applicant or employee and the relevant manager, document the interactive process, and track any approved measures.
- For external participants, Northland will provide effective communication support when required and appropriate to the interaction, including captioning, interpreters, alternative formats, readable electronic documents, or auxiliary aids and services.
- Northland will use accessible document practices for customer-facing forms, notices, training materials, and public web content. Public-facing web content and newly developed training documents should be designed toward WCAG 2.1 AA conformance as an internal target, with prioritized remediation of material barriers.

5.4 Language access and respectful communications

- When a contract, grant condition, customer requirement, or the nature of the interaction indicates that language assistance is needed for meaningful access, Northland will evaluate the need promptly and arrange qualified interpretation or translation as appropriate.
- Vital information should be delivered in plain language whenever possible. Northland will avoid relying on minor children or interested parties as interpreters except in genuine emergencies or where permitted by law and appropriate to the circumstances.

- Marketing, support, and training content should avoid culturally exclusionary or demeaning language and should be reviewed periodically for readability and tone.

5.5 Product lifecycle, AI, and release governance

- Material changes affecting login flows, navigation, audio playback, transcripts, redaction, QA scoring, reporting, exports, permissions, or remote support workflows will undergo a pre-release review for accessibility, communication, and potential discriminatory impact.
- Configuration settings that control visibility, certification-based redaction access, or role assignment must be documented, testable, and traceable so that access decisions can be explained and reviewed later.
- Where Northland products generate AI-assisted transcription, summaries, search results, or QA outputs, Northland will support authorized-user review and correction workflows for material outputs used in compliance, reporting, or personnel review contexts. Northland personnel may not use AI output as the sole basis for an internal employment decision.

5.6 Third-party oversight and flow-down requirements

- Dealer, reseller, subcontractor, and staffing agreements should include nondiscrimination, anti-harassment, anti-retaliation, and cooperation clauses when those parties will interact with Northland personnel, customers, or end users on Northland's behalf.
- Where customer contracts or federal funding conditions require additional civil rights language, Northland will flow those requirements down to affected third parties and monitor compliance through onboarding, training, or audit rights where appropriate.
- Complaints involving third parties will be investigated in coordination with the contract owner, HR, Legal, or Compliance, and may result in corrective action, retraining, or contract remedies.

6. Complaint reporting, accommodation requests, and investigations

Northland will maintain a reporting path that is distinct from the ordinary technical support queue so that civil-rights complaints and accommodation requests receive appropriate intake,

confidentiality, and escalation handling. Reports may be made by employees, applicants, customers, end users, trainees, dealers, contractors, or other affected individuals.

Required intake channels

Role / control area	Required responsibility
Manager or supervisor	Available for employment-related reports, but managers must route qualifying complaints to HR or the CRCO and may not suppress or resolve serious complaints informally on their own.
HR / CRCO mailbox or portal	Employee can report complaints to HR at hr@northlandsys.com or to the CRCO at jsmith@northlandsys.com .
Accommodation request route	Applicants, employees, trainees, and external participants must have a clear way to request disability-related accommodations, effective communication aids, or language assistance.
Alternative reporting path	If the complaint involves a direct supervisor, HR, or the assigned investigator, the reporting person must have access to an alternate decision-maker or executive contact.

6.1 Investigation standards and response targets

- Northland will acknowledge receipt of a complaint or request as soon as practicable and ordinarily within five business days.
- The assigned reviewer will determine whether immediate protective measures are needed, whether the matter alleges discrimination, harassment, retaliation, or access barriers, and whether separate technical or security workstreams must be opened.
- Investigations will be impartial, appropriately confidential, and proportionate to the allegation. Records, communications, and relevant system logs should be preserved promptly.

- Northland will aim to complete routine investigations within 30 calendar days when practicable. If more time is needed, the reporting person should receive a status update and revised target date.

Step	Target timing
Acknowledge complaint / request and assess immediate needs	Within 5 business days
Assign investigator or case owner and preserve records	As soon as practicable
Provide interim update if investigation is extended	Around day 15-20
Target closure for routine matters	Within 30 calendar days

6.2 Outcomes, non-retaliation, and external rights

- Corrective action may include accommodation, training, coaching, apology, policy or workflow changes, access remediation, disciplinary action, reseller or subcontractor remedies, or other appropriate steps.
- Retaliation against anyone who reports a concern, requests an accommodation, participates in an investigation, or opposes discriminatory conduct in good faith is prohibited.
- Nothing in this plan limits any person's right to contact the EEOC, the U.S. Department of Justice, an agency Office for Civil Rights, or other government bodies with jurisdiction over the matter.

7. Training, Communication, & Notice

- All employees must receive civil-rights and anti-retaliation training at hire and at least annually thereafter.

- Managers, recruiters, HR staff, support personnel, trainers, sales staff, and product owners should receive role-specific training focused on accommodations, effective communication, objective decision-making, complaint escalation, and documentation.
- Northland will publish a nondiscrimination notice internally and, where appropriate, externally on its website, event registration pages, or customer-facing training materials.
- Training completion, attendance, and acknowledgements will be retained as compliance evidence.

8. Monitoring, Audits, & Corrective Action

The CRCO, with HR and functional leaders, will conduct at least an annual review of Northland's civil-rights controls. The review should be evidence-based and tailored to Northland's business model, including product release practices, support interactions, recruiting and promotion trends, and complaint handling.

- Review complaints, accommodations, response times, closure quality, training completion, and any substantiated retaliation issues.
- Review accessibility issues in public-facing web content, training materials, customer forms, and event workflows; prioritize remediation of barriers that materially affect access.
- Review recruiting, promotion, compensation, discipline, and termination data for unexplained disparities or process weaknesses requiring further assessment.
- Review material product changes affecting user permissions, redaction visibility, reporting, exports, or AI-generated workflows for evidence of access barriers or adverse impact concerns.
- Document corrective actions, owners, target dates, and verification of completion.

9. Records Management & Retention

- Northland will retain complaint files, investigation records, accommodation documentation, training logs, monitoring reports, and corrective-action records for at least three years, or longer if required by law, contract, award condition, audit requirement, or litigation hold.

- Records containing medical, genetic, or other sensitive information will be access controlled and stored separately where required by law or company policy.
- When technical evidence is relevant to a complaint - such as audit logs, activity reports, configuration history, or exported reports - those records should be preserved promptly and linked to the case file.

10. Review, Approval, & Document Control

- This plan must be reviewed at least annually and whenever Northland experiences a material legal change, a significant product or workflow change, a pattern of complaints, or a new customer / grant requirement that affects civil-rights compliance.
- The document owner will maintain a revision log and archive superseded versions.
- Business units may issue narrower work instructions or addenda, but those documents may not weaken the protections in this plan without approval from the CRCO and Legal.

Appendix A. Civil Rights / Accommodation Intake Form

Use this form for internal or external complaints, accommodation requests, language-access requests, or reports of retaliation. Northland should adapt the form to its chosen ticketing or case-management system before issue.

Report type	Complaint / accommodation request / language access request / retaliation concern / other
Person submitting report	[Name, organization, and preferred contact method]
Person affected (if different)	[Name or description]
Preferred language or communication support needed	[Interpreter, captioning, alternative format, assistive technology, etc.]
Date(s) of incident or request	[Insert]
People involved	[Names, roles, and any witnesses]
Business area	Employment / recruiting / training / customer support / sales / website / product / partner / other
Description	[Describe what happened, what was requested, and what impact occurred]
Immediate action requested	[Safety, access support, callback, accommodation, etc.]
Attachments or evidence	[Emails, screenshots, logs, recordings, documents]
Confidentiality concerns	[Describe any retaliation or privacy concerns]
Received by / case number	[Internal use]

Appendix B. Annual Civil Rights Compliance Checklist

Suggested minimum controls to review each year. Northland may add state-, customer-, or grant-specific items as needed.

Control	Owner	Frequency	Evidence / output
Nondiscrimination notice current and posted	CRCO	Annual	Updated notice, webpage, handbook, event forms
Reporting mailbox / portal functional and tested	CRCO / IT	Quarterly	Test logs, escalation map
Civil-rights and anti-retaliation training complete	HR	Annual	Attendance and completion records
Accommodation process timing and outcomes reviewed	HR	Quarterly	Case log, response-time report
Website and training materials accessibility review	Marketing / UX	Annual	Issue log and remediation plan
Recruiting, promotion, compensation, and discipline review	HR / Legal	Annual	Trend memo or pay / process review
Customer support and implementation complaints reviewed			

Major product releases reviewed for access / impact concerns

Product / QA

Per release

Release checklist, signoff

Dealer / subcontractor clauses and training verified

Channel /
Legal

Annual

Contract templates and onboarding records

Corrective actions closed and documented

Responsible
leaders

Quarterly

Open / closed action tracker

Appendix C. Sample Nondiscrimination Notice

Northland may adapt the language below for its website, event registrations, training invitations, onboarding materials, employee handbook, or partner documentation.

Northland is committed to equal opportunity and nondiscrimination in employment and in the delivery of its products, services, training, and support. Northland does not discriminate on the basis of race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, or any other status protected by applicable law.

If you need a reasonable accommodation, effective communication support, language assistance, or if you wish to report a civil-rights concern, please contact hr@northlandsys.com. Northland prohibits retaliation against any person who raises a concern or participates in an investigation in good faith.