

CONTRACT COVERSHEET

2014 RES-449

NOTE: Shaded areas are for County Executive review.

Significant

DEPARTMENT Dane County Treasurer & Planning and Development	CONTRACT/ADDENDUM #: <u>12215</u>																																		
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Contract</td> <td style="width: 50%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">↓</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">POS</td> <td style="text-align: center;">POS</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;">Co Lesse</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;">Co Lessor</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;">Intergovernmental</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;">Purchase of Property</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;">Property Sale</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Other:</td> <td style="text-align: center;">Other:</td> </tr> </table>	Contract	Addendum	↓	↓	If Addendum, please include original contract number		<input checked="" type="checkbox"/>	<input type="checkbox"/>	POS	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	Other:
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Other:	Other:																																		
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																																			
3. Term of Contract or Addendum: From: <u>01/01/2015</u> To: <u>12/31/2016</u>																																			
4. Amount of Contract or Addendum \$248,640																																			
5. Purpose: Continued use & maintenance of current property listing and tax collection software																																			
6. Vendor or Funding Source: GCS Software, Inc.																																			
7. MUNIS Vendor Code: 2875																																			
8. Bid/RFP Number:																																			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																																			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																																			
11. Account No. & Amount, Org. & Obj. <u>58056</u>	Amount \$ <u>75,800</u>																																		
Account No. & Amount, Org. & Obj. <u>22043</u>	Amount \$ <u>57,000</u>																																		
Account No. & Amount, Org. & Obj. <u>22435</u>	Amount \$ <u>115,840</u>																																		
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																																			
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																																			
14. Director's Approval <i>T. Adam Gallagher</i>																																			

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>Mg</i> Received	_____	<u>12-11-14</u>	_____
<i>ds</i> Controller	_____	_____	<u>12/22/14</u>
<i>JK</i> Corporation Counsel	_____	<u>12/17/14</u>	<u>12/17/14</u>
<i>JK</i> Risk Management	_____	<u>12/17/14</u>	<u>12/18/14</u>
<i>JK</i> ADA Coordinator	_____	<u>12/12/14</u>	<u>12/18/14</u>
<i>cn</i> Purchasing Agent	_____	<u>12/11/14</u>	<u>12/11/14</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address GCS Software, Inc. N5723 County Road SN Onalaska, WI 54650
Contact Person David Ritter
Phone No. 800-730-2434
E-mail Address djritter@gcssoftware.com

Footnotes:

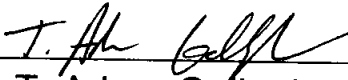
1. _____
2. _____

Return To: Name/Title: <u>T. Adam Gallagher, Dane County Treasurer</u> Dept.: <u>Dane County Treasurer's Office</u> Phone: <u>608-266-4151</u> Mail Address: <u>210 Martin Luther King Jr Blvd #114</u> E-mail: <u>gallagher@countyofdane.com</u> <u>Madison, WI 53703</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*


- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 12.10.14 Signed: 
 Telephone Number: 608-266-4151 Print Name: T. Adam Gallagher

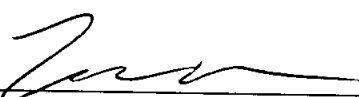
MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

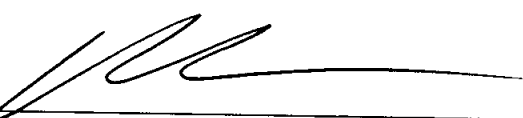
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 12.10.14 Signature: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 12/16/14 Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 12/17/14 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 17

Agreement No. 12215

Expiration Date: December 31, 2016

Authority: Res. 449, 2014-2015

Department: TREASURER

Maximum Cost: \$248,640

Registered Agent: David Ritter

Address: N5723 County Road

SN Onalaska, WI 54650

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and GCS Software, Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin, desires to purchase services from PROVIDER for the purpose of software relicensing, maintenance and support; and

WHEREAS PROVIDER, whose address is N5723 County Road SN, Onalaska, WI 54650, 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.

- A. The initial 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. 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.
- B. COUNTY reserves the right to renew this Agreement under the same terms and conditions for one (1) year increments up to three years. COUNTY shall exercise this option by executing an addendum with PROVIDER prior to the expiration of the Agreement. In no case shall the full term of the Agreement including any renewals exceed five (5) years from the date the Agreement is executed.

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.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that 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 set-off.

- 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 Schedule C, 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 Schedule C 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.
- 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 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. 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, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may

invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.

- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
 - 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. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of

- government;
- 3. When the County is purchasing residential services at an established per bed rate;
- 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- 5. When an individual receives compensation for providing services to a family member;
- 6. When employees are student interns;
- 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
- 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. 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 sec. 25.015(11)(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 or union organizing."

XV. MISCELLANEOUS.

- A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.

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: GCS Software, Inc.

Date Signed: 12-4-2014



David Paudler - President

Date Signed: 12-4-2014



David Ritter - Secretary

..*

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

Scott McDonnell, County Clerk

**COUNTY OF DANE PURCHASE
SERVICES AGREEMENT
WITH GCS SOFTWARE, INC.**

**Schedule
"A"**

SERVICES TO BE PROVIDED

- I. **Definitions.** The following definitions apply in construing this Agreement:
- A. **Applicable Specifications.** The term "applicable specifications" means the functional and operational characteristics of the software as described in GCS' current published software description and a digital copy of the user manual.
 - B. **Designated Computer.** The term "Designated Computer" means a general purpose device that can be programmed to carry out a finite set of arithmetic or logical operations. The "Designated Computer" can be a virtual or physical device. It may have one or many cores (central processing units) and peripheral units. The "Designated Computer" or "Computers" are located at the Dane County complex: City-County Building, 210 Martin Luther King, Jr. Boulevard. Madison, WI 53703 or, for local collections, at Local Municipal Offices throughout the County.
 - C. **Product.** Notwithstanding anything in this Agreement to the contrary, the term "product" does not include software.
 - D. **Release Event.** The term "release event" includes any of the following: (i.) PROVIDER ceases to transact business, and there is no successor-in-interest capable of meeting PROVIDER's obligations under the Agreement; (ii.) PROVIDER ceases to maintain the software; (iii.) PROVIDER is unable to provide support services at levels sufficient to meet its obligations and responsibilities under this Agreement; or (iv.) PROVIDER files for bankruptcy.
 - E. **Site.** The term "site" means a computer system or system composed of one or more Designated Computers that are located in the same physical address, which is: Room 524 City County Building, 210 Martin Luther King Jr. Blvd, Madison, WI 53703
 - F. **Software.** The term "software" means one or more of the GCS proprietary computer software programs identified in Section II.A of Schedule A of this Agreement, including any upgrades, improvements, updates, modifications, enhancements, releases and versions of such software programs, all related materials, and documentation received by the customer from GCS.

- G. Source Code. The term "source code" shall mean a copy of the software's computer programming code in human readable form and related system documentation, including updates, applicable enhancements, and all pertinent commentary as well as any procedural code.
- H. Term. "Term" means the initial term and renewal term, if any, set forth on page one (1), section I of this Agreement.

II. **Grant of License**. PROVIDER hereby grants to COUNTY and COUNTY hereby accepts from PROVIDER a fully paid, non-exclusive, non-transferable license to use the software listed in Section II.A. below, in accordance with this agreement during the term. COUNTY acknowledges and agrees that the software under this Agreement is the proprietary information of PROVIDER and that this agreement grants COUNTY no title, right of ownership, or interest in the software. In consideration for the license granted by PROVIDER under this Agreement, COUNTY shall pay PROVIDER a one-time relicensing fee as set forth in Schedule B.

A. GCS Land Records Management Suite Software with Microsoft SQL Data-Base Structure to support the following modules:

1. Property Assessment, Property Tax Calculation and Billing
2. Property Tax Collections
3. Treasurer's Settlement
4. Municipal Collections (based on 60 locations)

B. Authorized Use. The rights and license granted to the COUNTY by this agreement are restricted solely and exclusively to COUNTY and may not be assigned, sub-leased, sub-licensed, sold, offered for sale, disposed of, encumbered or mortgaged. COUNTY is authorized to use the software only for COUNTY'S internal purposes and only on a Designated Computer at the specified site and on the specified operating system unless software has been specified as a site license which allows authorized municipality users access to the software. These authorized municipality users from the site license are under the same restrictions as the COUNTY. COUNTY agrees that it will, through its best efforts, not use or permit the software to be used in any manner, whether directly or indirectly, that would enable COUNTY'S clients or any other person or entity to use the software on other than the Designated Computer at the designated site or on the designated operating system.

1. COUNTY may move the software and supporting materials to another COUNTY site that physically replaces the original installation site upon prior written notice to PROVIDER.
 2. COUNTY may transfer software from any Designated Computer to any compatible, equivalent, or upgraded Designated Computer at no additional cost.
 3. COUNTY shall be responsible to provide the computer equipment to successfully operate the software. COUNTY shall also be responsible for ordering all computer paper, forms and other necessary supplies used to perform the daily activities on the computer equipment. Upon request of COUNTY, PROVIDER will assist customer in the selection of these items to identify compatibility.
- C. Copies. PROVIDER shall provide the COUNTY with the software specified in the agreement and a minimum of one copy per installation of a digital copy of the user manual. PROVIDER grants to COUNTY permission to duplicate all printed software supporting material for COUNTY'S internal use only. COUNTY agrees not to remove or destroy any propriety markings or proprietary legends placed upon or contained within the software or any related materials or documentation.
- D. Other Programs. COUNTY understands and agrees that PROVIDER may develop and market new or different computer programs, which use part or all of the software and that perform all or part of the functions, performed by the software. Nothing contained in this agreement gives COUNTY any rights with respect to such new or different computer programs.
- E. Data Manipulation. PROVIDER acknowledges that COUNTY requires the software to interact with data that may or may not be entered through the software. COUNTY may develop, hooks, interfaces or similar tools for use with the software, provided that the hook, interface, or tool does not use any part of the software or require any modification or alteration of the underlying code of the software. This data may be entered by other COUNTY applications. Notwithstanding anything in the Agreement to the contrary, COUNTY is authorized to manipulate and transfer data by any methods or means without prior approval from PROVIDER. PROVIDER shall not be liable for any errors or failures of the software that are the result of COUNTY's methods or means of manipulating data. PROVIDER and COUNTY shall cooperate to prevent failures of the software due to errors in the data.
- F. Termination of License. Upon the termination of this Agreement for any reason, any and all rights granted hereunder to the COUNTY shall cease and PROVIDER shall notify COUNTY that it must (i.) cease all use of the software licensed under this agreement within one hundred and eighty (180) days; (ii) return the applicable software to PROVIDER together with all documentation,

notes and other material respecting the software after the 180 days have expired; and (iii) give PROVIDER a written certification that through its best efforts and to the best of its knowledge, COUNTY has complied with all of its obligations. PROVIDER, in its sole discretion, may grant COUNTY an additional 180 days to cease use of the software.

G. Historical Data. COUNTY is authorized to retain historical or archival data that has been created, modified or manipulated by the software despite the expiration or termination of this Agreement.

III. Updates and Modifications. During the term of this agreement, PROVIDER will timely supply COUNTY with all upgrades, improvements, updates, modifications, enhancements, releases and versions to the software at no additional cost to COUNTY. The foregoing provision shall not apply to any optional enhancements to the software that COUNTY may request. Further, PROVIDER will update the software, as required, to cause it to operate under new versions or releases of the operating system used by COUNTY so long as such updates are made generally available to PROVIDER'S other customers.

A. PROVIDER will provide the COUNTY with an electronic list of updates and modifications to the user interfaces at least 15 days in advance of release of the aforementioned updates and modifications.

B. PROVIDER will provide the COUNTY with an electronic list of database updates at least 15 days in advance of the release of those modifications.

IV. Maintenance and Support. After acceptance of the software and execution of this agreement by both parties, PROVIDER will provide COUNTY with maintenance and support services for the software as detailed below. In consideration for the maintenance and support services provided under this Agreement, COUNTY shall pay PROVIDER annual payments as set forth in Schedule B.

A. PROVIDER will provide such assistance as necessary to cause the software to perform in accordance with the applicable specifications as set forth in the software description and a digital copy of the user manual.

B. At no time during the term of this agreement shall PROVIDER offer, provide, maintain, or support software for COUNTY, that does not include and incorporate features that existed and that perform substantially as the software existed on January 1, 2014.

C. During the term of this agreement PROVIDER shall not cease to offer, provide, maintain, and support software that conforms in every respect to the most current state- mandated requirements and that produces all state-mandated

reports conforming to those requirements. Within forty-five (45) days of the execution of the Agreement, PROVIDER agrees to demonstrate that the Software is capable of correctly calculating and accurately producing all reports for a completed calculation, collection, and settlement cycle for payment plans of 3 and 4 installments, with the primary focus placed on the calculation of correct allocation in the Treasurer Settlement program (II.A.3, herein) for these 3 and 4 installment plans. PROVIDER shall demonstrate its compliance with this provision by producing documentation from the actual data of a current Software user with 3 or 4 installments for tax year 2013 payable in 2014. Failure to successfully demonstrate that the software is capable of doing so, will result in COUNTY withholding the following year's support payment until the software is in compliance with this provision.

- D. PROVIDER will correct or replace software and/or provide services necessary to remedy or avoid any programming error which is attributed to PROVIDER and that significantly affects use of the software. Such correction, replacement or services will be promptly accomplished after COUNTY has identified and notified PROVIDER of any such error. Response time from PROVIDER to COUNTY shall be no longer than four hours from the time of COUNTY'S initial call.
 - 1. COUNTY agrees to provide PROVIDER with sufficient support and test time to duplicate the problem, certify that the problem is the result of PROVIDER'S software, and to certify that the problem has been corrected.
 - 2. Any corrections or alterations to the software or new versions of the software that PROVIDER may deliver to COUNTY under this Agreement shall be limited to one copy of such software and documentation delivered to the COUNTY.
- E. COUNTY shall be responsible for the entry of data and accuracy and integrity of the data files maintained and of reports and other output reflecting such data. COUNTY will implement sufficient procedures and checkpoints to satisfy COUNTY'S requirements for security.
- F. PROVIDER will provide remote software support using a secure connection. If this support is desired, COUNTY agrees to provide an Internet connection and use of Logmein® remote client software so PROVIDER can perform the required database and software maintenance or other troubleshooting. COUNTY will pay for installation, maintenance and use of the Internet connection and remote client software, in addition to any miscellaneous charges that may have been previously identified and agreed to by COUNTY in writing. Remote access by PROVIDER may only occur after prior written or email approval of COUNTY.
- G. PROVIDER will continue developing the software to ensure it adequately performs under Microsoft supported operating systems. The County must make

sure its version of Microsoft supported operating systems meet PROVIDER'S minimum published requirements that will change over time. If the COUNTY desires to obtain a version of the software that operates under an operating system not specified in this agreement, COUNTY shall request such version in writing. PROVIDER will provide COUNTY with the appropriate version of the software, if available, on a 14-day trial basis without additional charge, provided COUNTY has paid all maintenance and support charges then due. At the end of the 14-day trial period, COUNTY must elect one of the following three options:

1. COUNTY may retain and continue to use the old version of the software under the terms and conditions of this Agreement, and return the new version to PROVIDER;
2. COUNTY may retain and use the new version of the software and return the old version to PROVIDER, provided COUNTY pays PROVIDER the applicable use license fee and maintenance charges for the new version of the software; or
3. COUNTY may retain and use both versions of the software, provided COUNTY pays PROVIDER the applicable use license fee and maintenance charges for both versions of the software.

COUNTY AND PROVIDER agree that if COUNTY selects to retain the new version of the software under this section, that a separate contract addendum must be executed.

- V. **Source Code**. Upon the occurrence of a release event, COUNTY shall, within 15 days of written demand be provided by PROVIDER an electronic device such as a thumb or disc drive that is PC compatible containing a copy of the existing source code for the software and have the right to modify the existing source code to fit its needs and will assume all rights to the software.
- VI. **Propriety & Disclosure**. COUNTY acknowledges and agrees that the software licensed under this agreement, which includes the database structure and all permitted copies thereof are PROVIDER'S exclusive property, and constitute invaluable trade secret(s) of the PROVIDER.
 - A. COUNTY may not disclose or make available to any third party the software or any portion thereof without prior written approval from the PROVIDER. Any changes, additions, and enhancements in the form of new or partial programs or documentation as may be provided under this agreement shall remain the proprietary property of PROVIDER.
 1. Notwithstanding anything to the contrary in this Agreement, PROVIDER recognizes that COUNTY is a public entity and that this Agreement and any other related records may be subject to disclosure under Wisconsin's Open Records Law, Wis. Stat. 19.31 et seq. COUNTY and PROVIDER agree

that, in the event any person or entity makes a request for records under the Wisconsin Public Records Law, the records custodian will make a determination as to whether or not to disclose. If the records custodian's legal obligations require disclosure, PROVIDER is responsible for defending its confidentiality under Wisconsin Statutes. PROVIDER must agree in advance in writing to indemnify and hold COUNTY harmless and to provide for any necessary defense of the PROVIDER's records within (5) five business days of notification by COUNTY. PROVIDER acknowledges and agrees that PROVIDER's failure to indemnify and hold COUNTY harmless and tender a defense will result in disclosure of the requested record. Such a disclosure will not be considered a breach of this Agreement.

- B. COUNTY shall not attempt to use, copy, license, or convey the items supplied by PROVIDER as part of this Agreement in a manner contrary to the terms of this agreement or in competition with PROVIDER or in derogation of PROVIDER'S proprietary rights. PROVIDER shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action.
 - C. To assist PROVIDER in the protection of its proprietary rights, the COUNTY shall permit representatives of the PROVIDER to inspect at all reasonable times any site under the control of the COUNTY. PROVIDER shall apprise COUNTY of every inspection with a minimum of twenty-four (24) hours written notice, and COUNTY shall not unreasonably withhold PROVIDER access.
- VII. **Warranty.** PROVIDER hereby warrants its ownership and/or marketing rights to the software. PROVIDER hereby warrants that the software, as delivered by PROVIDER, if properly installed by COUNTY in accordance with PROVIDER'S instructions, is capable of operating in conformance with the software's current applicable specifications as set forth in the software description and a digital copy of the user manual. Any modification or attempted modification of the software by COUNTY shall void this warranty. However, PROVIDER warrants the media on which the software is furnished to be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of delivery.
- VIII. **Limitation of Liability.** In no event shall PROVIDER be liable to COUNTY for any indirect, special or consequential damages or lost profits, arising out of or related to software described in this Agreement or the breach thereof, even if the PROVIDER has been advised of the possibility thereof.
- IX. **Notice.** COUNTY'S primary contacts for all PROVIDER written communication to the COUNTY are:
- A. Land Records and Property Listing
Land Records Administrator (currently Troy Everson)
(608) 261-2750
everson@countyofdane.com

Room 116 City County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

- B. Tax Collection and Municipal Partners
Dane County Treasurer (currently T Adam Gallagher)
(608) 266-4215
gallagher@countyofdane.com
Room 114 City County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

PROVIDER shall include both contacts in all written correspondence and communication with COUNTY.

**Schedule
"B"**

PAYMENT REQUIREMENTS

- I. In consideration for the services provided herein, COUNTY shall pay PROVIDER as follows:
 - A. Relicensing Fee for GCS Land Records Management Suite Software: **\$75,800.00**
 1. PROVIDER agrees that the relicensing fee shall be assessed only one-time during the Term of the Agreement.
 2. The relicensing fee shall be due within 45 days of execution of this Agreement.
 - B. Annual Support for the Property Assessment, Property Tax Calculation and Billing Software: **For Years 1 and 2: \$28,500 per year; For years 3 to 5, per year, if necessary: \$31,350.**
 1. For Years 1 and 2, the annual support fee above includes a \$2,000 fee for maintenance and support issues related to COUNTY's data manipulation (\$26,500 base + \$2,000 support = \$28,500 for each year 1 and 2).
 2. For Years, 3 to 5, if COUNTY renews, the annual support fee above includes \$2,200 for maintenance and support issues related to COUNTY's data manipulation (\$29,150 base + \$2,200 support = \$31,350 for each year 3 to 5).
 - C. Annual Support for the Property Tax Collections Software: **For Years 1 and 2: \$57,920, per year; For years 3 to 5, if necessary : \$63,712, per year**
 - D. Annual Support for the Treasurer's Settlement Software: **\$0; included above.**
 - E. Annual Support for the Municipal Collections Software (based on 60 locations): **\$0; included above**
- II. Payment Due Date. After execution of this Agreement, Annual Software Support fee shall be due within 30 days of invoice. PROVIDER shall invoice COUNTY no later than the 15th day of February of each calendar year during the Term.
- III. Taxes. There shall be added to maintenance fees and other charges under this agreement amounts equal to any tariff, duties and/or sales or use tax, or any tax in lieu thereof (including any interest or penalties attributable to COUNTY actions) imposed by any government or governmental agency with respect to the services rendered by PROVIDER under this agreement and that PROVIDER may be required to collect or remit. PROVIDER shall clearly segregate and plainly identify these additional fees and charges by kind and amount on all billing and invoice documents. Notwithstanding anything contained herein to the contrary, PROVIDER acknowledges that COUNTY is

exempt from certain governmental taxes and such taxes shall not apply under this section.

IV. Maximum Cost Recapitulation

	2015	2016	2017	2018	2019
GCS Relicensing Fee	\$75,800				
Annual Support PA	\$28,500	\$28,500	\$31,350	\$31,350	\$31,350
Annual Support Treasurer	\$57,920	\$57,920	\$63,712	\$63,712	\$63,712
Annual Total	\$162,220	\$86,420	\$95,062	\$95,062	\$95,062

SCHEDULE C

REPORTS

As of MONTH/DAY/YEAR there are no reports required by the terms of this contract.

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