

# CONTRACT COVERSHEET

**NOTE: Shaded areas are for County Executive review.**

DEPARTMENT <b>Treasurer</b>	CONTRACT/ADDENDUM #: <p style="text-align: center; font-size: 1.2em;">12045</p>																											
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: 30%; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; text-align: center; font-size: 0.8em;">If Addendum, please include original contract number</td> <td style="width: 30%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																										
<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>9/15/2014</u> To: <u>9/14/2019</u>																												
4. Amount of Contract or Addendum <b>\$107,500, based on usage</b>																												
5. Purpose: To provide banking and treasury management services for the County																												
6. Vendor or Funding Source: <b>US Bank</b>																												
7. MUNIS Vendor Code: <b>8254</b>																												
8. Bid/RFP Number: <b>114056</b>																												
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>TREAS 30414</u> Amount \$ <u>107,500.00</u> Account No. & Amount, Org. & Obj. _____    Amount \$ _____ Account No. & Amount, Org. & Obj. _____    Amount \$ _____																												
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																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>cn</u> Received	_____	<u>7/31/14</u>	_____
<u>cr</u> Controller	_____	_____	<u>7-31-14</u>
<u>Kg</u> Corporation Counsel	_____	<u>7/31/14</u>	<u>7/31/14</u>
<u>Jy</u> Risk Management	_____	<u>7/31/14</u>	<u>7/31/14</u>
<u>A</u> ADA Coordinator	_____	<u>7/31/14</u>	<u>7/31/14</u>
<u>cn</u> Purchasing Agent	_____	<u>7/31/14</u>	<u>7/31/14</u>
_____ County Executive	_____	_____	_____

### VENDOR

Vendor Name & Address US Bank 1 South Pinckney Street Madison, WI 53703
Contact Person Teresa McBride
Phone No. 414-765-4419
E-mail Address teresa.mcbride@usbank.com

**Footnotes:**

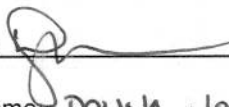
1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Donna Vogel, Deputy Treasurer</u> Dept.: <u>Treasurer</u> Phone: <u>266-9132</u> Mail Address: <u>CCB, Room 340</u> E-mail: <u>vogel.donna@countyofdane.com</u>
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**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 copy<sup>1</sup>
- 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 copy<sup>1</sup>
- 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 copy<sup>1</sup>

Date: July 28, 2014 Signed: 

Telephone Number: 608 - 266 - 9132 Print Name: DONNA VOGEL

**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: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Date: 7/31/14 Signature: 

<sup>1</sup>A 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: 18  
Agreement No. 12045  
Expiration Date: September 14, 2019  
Authority: Res. \_\_\_\_\_, 2013-2014  
Department: Treasurer  
Maximum Cost: Based on usage  
Registered Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and US Bank National Association(hereafter, "PROVIDER"),

**WITNESSETH:**

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Room 114, Madison, WI 53703,

desires to purchase services from PROVIDER for the purpose of providing banking and treasury management services; and

WHEREAS PROVIDER, whose address is 777 E. Wisconsin Avenue, Milwaukee, WI, 53202, 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. 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.

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 applicable 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, withoutupon simultaneous notice to PROVIDER.

- D. In the event COUNTY terminates this Agreement as provided herein, and except for intellectual property belonging to PROVIDER, 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 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'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. 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.

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 list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

~~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.~~

Workers' Compensation.

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

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. 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 professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) 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. 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. 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(1)(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."

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 t~~This Agreement along with any other standard banking agreements entered into between the parties 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:

Date Signed: 7/31/2014

Teresa McBride

Teresa McBride  
Vice President

Date Signed: \_\_\_\_\_

U.S. Bank National Association

\*\*\*

FOR COUNTY:

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

rev. 04/13

## Schedule A: Scope of Service

Pursuant to paragraph II.A. of the attached AGREEMENT, the PROVIDER shall provide the following services, and PROVIDER and COUNTY agree to the following terms:

1. PROVIDER must remain a qualified depository for public funds pursuant to Wisconsin State Statutes Chapter 34 throughout the term of this contract.
2. PROVIDER must be rated by at least one credit rating agency, and must continuously carry a rating of A or higher throughout the term of this contract.
3. PROVIDER must continuously maintain business operations in Dane County that accommodate local deposits throughout the term of this contract.
4. In accordance with Dane County Ordinance, to the extent that funds on deposit exceed amounts guaranteed by the Federal Deposit Insurance Corporation and State Deposit Guarantee Fund, PROVIDER shall furnish collateral security for those funds.

Collateralization shall take the following form:

- a. Until July 1, 2015, the PROVIDER shall pledge collateral and furnish securitization of COUNTY deposits totaling seventy (70) million dollars. All such securities serving as collateral shall be specifically pledged to the COUNTY (not as part of a pooled fund) and placed in a custodial account at a Federal Reserve Bank, a trust department of a commercial bank, or through another financial institution. The custodian may not be owned or controlled by the depository institution or its holding company unless it is a separately operated trust institution. The custodian shall send statements of pledged collateral to the County Treasurer's Office on a monthly basis; and
  - b. PROVIDER shall furnish collateralization up to 100% of the balance of the COUNTY's deposited funds through Irrevocable Standby Letters of Credit issued by the Federal Home Loan Banks.
  - c. On and after July 1, 2015, PROVIDER shall continuously furnish collateralization equal to 100% of the COUNTY's deposited funds that exceed amounts guaranteed by the Federal Deposit Insurance Corporation and State Deposit Guarantee Fund through Irrevocable Standby Letters of Credit issued by the Federal Home Loan Banks.
5. The PROVIDER will accept all items delivered to it for deposit to the COUNTY's various accounts, and will credit the account(s) in accordance with the following:
    - a. Funds received by wire transfer shall be considered immediately available funds.
    - b. Funds received through Automated Clearing House (ACH) operations shall be considered immediately available funds.
    - c. Cash and "on us" items shall be considered immediately available funds, in conjunction with the PROVIDER's published Availability Schedule of cut-off deposit times.
    - d. All other items shall be credited as available funds at such time as prescribed by the PROVIDER's Availability Schedule, but in no event later than the availability provided through the Milwaukee office of the Federal Reserve Bank of Chicago.
    - e. If the PROVIDER can credit accounts earlier by reason of direct sends or courier trips for obtaining credit availability earlier than the Milwaukee Federal Reserve office, then the PROVIDER shall credit the account(s) at such earlier time.

6. PROVIDER must maintain membership in the Automated Clearing House system and maintain a Fedwire account with the Federal Reserve throughout the term of this contract.
7. Account services must include, but are not limited to, ACH debit block, filter and limits, check filter and limits, ACH Positive Pay, Positive Pay for check number and amount, Positive Pay for payee name, and unlimited on-line access to bank transaction and reports that can be limited to specific account(s) based on user set up. PROVIDER shall continuously make SinglePoint® (or it's functional successors) services available to the COUNTY, and provide any new or additional SinglePoint® services to the COUNTY at terms no less favorable than any other on-line customer.
8. PROVIDER shall maintain forensic software and staff to accomplish uninterrupted surveillance for out-of-pattern IPO contact to the COUNTY's on-line services and site, with immediate contact to COUNTY's system administrators. Sufficient surveillance will include, but not be limited to, the continuous ability to track and extract the etiology, identity, ingress/egress methods, movement, duration, and activity of all unauthorized users for all COUNTY accounts.
9. PROVIDER shall continue to provide IP white listing security, restricting on-line access to on-line banking SinglePoint® services for entitled users with customer ID, secure token, and only from authorized IP addresses provided by the COUNTY. If anyone attempts to access on-line services from an IP address not contained in the COUNTY's authorized IP address list, the user must not be allowed to log-in. If anyone attempts to log-in from a different URL, the on-line log-in page must display again and there must be no error message explaining the restriction.
10. PROVIDER shall credit all COUNTY deposits at face value. All deposit corrections must be made with written debit or credit memos identifying the specific error. Amounts on deposit tickets cannot be altered. All deposit corrections regarding check entries require a copy of the check item(s) with the debit or credit memo.
11. PROVIDER shall fax all County Treasurer deposit tickets to 608-266-4154 as received on a daily basis for all COUNTY deposits. Coin-only deposits also require a balance confirmation by telephone to the Treasurer's Office 608-266-4151 on the same day of deposit.
12. The Dane County Payroll account is a ZBA with the General Fund lead account. All ZBAs will operate automatically without initiation from the COUNTY. At the end of each workday, money shall automatically be transferred from the General Fund account to the Payroll account to cover checks cashed that day.
13. PROVIDER shall supply cash straps and coin wrap when requested by the County Treasurers' staff at no charge to the COUNTY.
14. PROVIDER must provide full account reconciliation on the General Fund and Payroll accounts. The account reconciliation shall be received within 10 days after the end of the month. An electronic copy of the reports must be available to the COUNTY via the bank's website and should include the following statements:
  - a. Descriptive Checks Paid
  - b. Account Balance Summary
  - c. Paid Item Errors
  - d. Checks Paid W/O Registers
  - e. Register Suspect Listing
  - f. Descriptive Outstanding
  - g. Void Listing

- h. Return Items
- i. Combined Paid & Outstanding
- j. Register Summary
- k. Register Summary Exceptions
- l. Reg/Prev Cycled Checks
- m. Paid Summary by Date

If any changes are proposed to the reconciliation system, PROVIDER shall notify COUNTY at least ninety days prior to implementation.

15. Upon written/on-line request of the subject COUNTY department, the PROVIDER will place a stop payment order on designated checks. The stop payment order will remain in effect until the check becomes stale dated.
16. All checks issued by Dane County that have been returned to the PROVIDER must be sent via a written advice process to the Treasurer's Office. PROVIDER shall not re-deposit these checks a second time.
17. Non-COUNTY checks that have been returned due to non-sufficient funds or other clearing inability are to be sent via a written advice process to the Treasurer's Office within three working days. All Non-COUNTY returned checks due to insufficient funds must automatically be re-deposited a second time by the PROVIDER.
18. The Dane County Treasurer and other Dane County departments may, at various times, request coin in various denominations and amounts. PROVIDER will maintain an automated entry process for these requests. COUNTY requires same- or next-day delivery of these amounts; the COUNTY's secure courier will pick-up and deliver the orders.
19. The Dane County Clerk of Courts Office prepares a three-part deposit ticket, sending the original and one copy with their deposit. For deposit verification, PROVIDER shall return one copy of the deposit ticket to the Clerk of Courts. All adjustment entries require a phone contact to the Clerk of Courts at 608-266-4626. The Clerk of Courts transmits check registers to the PROVIDER upon completion of check printing for Positive Pay. PROVIDER must return confirmation to the Clerk of Courts immediately upon receipt of the check register with verification of the dollar amount and count. PROVIDER will continue to supply a service invoice, and service fees will be paid monthly on a per item basis from the court's expense account.
20. The PROVIDER shall provide and maintain secure, real-time internet access to all accounts. Such access must provide:
  - a. Capability to view account balances; transaction summaries; transaction detail including debits, credits, checks, deposits and wires; stopped payments and voided checks; search and view cleared checks; transfers of funds between accounts; and provide historical data including search options for specific transactions.
  - b. Capability to perform the following tasks on-line:
    - Transaction search and reports of transactions from previous business day and earlier.
    - Check image search, view and print.
    - New check upload
    - Cancelled check download
    - Report of outstanding checks downloadable into spreadsheet format
    - Administration – user setup, security, password resets, system log-in
    - Balance review and activity reporting
    - Stop payments

- Account to account transfers
  - Positive Pay, including import of check issue file
  - Payee Positive Pay
  - Paid checks export
  - Monthly statement download/viewing
    - Bank analysis statement download/viewing, including account reconciliation reports for Positive Pay program
- c. Ability for COUNTY to initiate online wire transfers and ACH transactions with the added security of secure ID tokens. The PROVIDER must not require intermediary banking assistance to accomplish these transactions.
  - d. Standard and custom report generating capabilities.
  - e. Security features (i.e. login names, passwords, tokens, data encryption, IP address filters) included as part of the on-line account access system, as well as minimum system browser requirements for users of the on-line system.
  - f. Other automated functions not performed on-line available by e-mail or fax, with a confirmation of receipt returned to the subject user.
  - g. Training on managing access to the on-line system for the COUNTY's designated system administrator(s).
21. PROVIDER shall provide detailed monthly statements for each account. Statements shall include cleared check numbers and amounts; missing check numbers; deposits by number, date and amount; and miscellaneous debits and credits. PROVIDER shall also prepare and supply a detailed account analysis showing service levels and price per unit for each account, and all accounts combined, on a monthly basis. COUNTY requires the statements and account analyses to be on a calendar month basis.
22. For the COUNTY's Department of Human Services, PROVIDER shall maintain the ability to receive the electronic file of automatic deposits from the federal Social Security Administration and W-2. PROVIDER shall supply and maintain customized ACH programming to create a report available daily that lists the federal social security and state W-2 payments received into the department's account. The report is produced the day of receipt of the payments and includes the customer social security number, the customer name as identified by the Social Security Administration, an effective date or posting date of the payments, the CARES System client number (for W-2 payments), the amount of deposit, description, account number, trace number, bank routing number and issuer name/ID. PROVIDER shall also:
- a. Supply an electronic file of cleared checks (monthly).
  - b. Receive an electronic positive pay new issues file from the department each night.
  - c. Send confirmation to the department after receiving the issued check file each night.
  - d. Provide a "Returns Report" that identifies electronic withdraw transactions and amounts from the account.
23. For the COUNTY's Department of Human Services, PROVIDER shall assist the department in pursuing discovery and verification of forged checks. The department shall supply the PROVIDER an Affidavit of Forged Endorsement form, a Handwriting Specimen, 30 lines of the client's signature, a Document Section form and a statement from the client.
24. PROVIDER shall assist the COUNTY to disburse payroll through the ACH system. COUNTY shall provide direct deposit information bi-weekly to the PROVIDER on Wednesday for a Friday credit. PROVIDER shall distribute the funds from the payroll account to the appropriate banking institutions of the employees and supply COUNTY with a reconciliation statement. PROVIDER shall supply and maintain a timely receipt confirmation process to ensure that all items sent were received.

25. Various COUNTY departments, such as Airport, Alliant Energy Center, Solid Waste/Landfill, Parks, Parking Ramp, and Purchasing, have merchant accounts to accept Visa, MasterCard and American Express. PROVIDER shall supply and maintain the same current parent merchant account, and maintain the assessment of fees on the aggregate transactions.
26. PROVIDER shall supply secure trust and custody services allowing the COUNTY to purchase fixed income securities on the secondary market in keeping with Chapter 26 subchapter II of the Dane County Code of Ordinances. The custodian shall keep possession of all funds and securities, collect income and the proceeds of sales, maturities and redemptions, transact purchases, and distribute funds only as directed by COUNTY. PROVIDER's trust and custody services shall be conducted by an internal department, or a wholly owned subsidiary, of the PROVIDER. In addition, the trust and custody PROVIDERs and advisors must maintain a physical office in Dane County, Wisconsin, and supply their services to the COUNTY on a fiduciary agent, non-commission basis. PROVIDER shall produce monthly online and paper statements, and reports sufficient to fulfill the following information needs:
  - a. market value reconciliations,
  - b. cost reconciliations,
  - c. asset summaries,
  - d. income and cash transaction detail,
  - e. purchases detail and summarization,
  - f. sales and maturities, and bond summaries,
  - g. all state and federal reporting requirements.
27. Interest earnings will be the higher of 10 basis points or the Federal Funds Target Rate minus 35 basis points. Interest earnings will be paid to the COUNTY by the PROVIDER on a monthly basis, or a daily basis if a REPO account is selected.
28. Municipal Investor Checking (MIC) accounts shall receive earnings credit and interest.
29. Interest Earnings Credit applied to offset fees shall be the higher of 35 basis points or the Federal Funds Target Rate minus 25 basis points; no reserve shall apply. The Earnings Credit shall be applied monthly by the provider to reduce banking charges.
30. Municipal Investor Money Market Checking (MIMM) accounts shall receive interest, such interest being calculated monthly, and varying based on the subject account balance and corresponding money market rate(s). Interest shall be discretely credited to the subject account. These accounts shall not be assessed Federal Deposit Insurance Corporation charges.
31. Interest rates will be calculated using the daily balance method, applying the daily periodic rate to the principal in the account each day. Interest on check deposits begins to accrue on the business day US Bank receives credit for the deposit.
32. Service fees on Municipal Investor Net Checking (MINC) accounts will be paid from the interest earned and calculated as of month-end. Any remaining interest will be credited to the account on the tenth business day of the following month, and will be added to the balance upon which interest is accrued. If service fees exceed interest earned at month-end, the remaining service fees will be debited from the account on the tenth business day of the following month. Any service fees on Municipal Investor Checking (MIC) and Municipal Investor Money Market Checking (MIMM) accounts will be calculated as of month-end and assessed directly to the account on the tenth business day of the following month.

33. The cutoff time to receive same-day credit for any COUNTY deposit shall be 4:15 pm at any Dane County US Bank branch unless the PROVIDER and COUNTY agree in writing to a different time.
34. Nothing in this AGREEMENT shall preclude the COUNTY from using other financial institutions and financial services providers for banking, credit card services, and/or trust and custody services, if it is determined by the County Treasurer to be in the best interest of the COUNTY.
35. As US Bank is an approved financial institution, the Dane County Treasurer may enter into agreements to use US Bank for financial advisory services or investment products that the Treasurer deems in the best interest of the COUNTY.
36. Additional services may be provided if mutually agreed upon by the PROVIDER and COUNTY.
37. If the PROVIDER is not awarded the next banking services contract, the PROVIDER shall reasonably assist the COUNTY and successor institution through the transition.
38. In the event of any conflict between the obligations established in the "Participation Agreement for Wisconsin Local Governments" and the "County Purchases of Services Agreement", the County Purchases of Service Agreement, including this Schedule A, shall govern the relationship.



**Schedule B**

**COST AND REVENUE ACCOUNT ANALYSIS BY SERVICE**

	PROPOSED UNIT COST
<b>DEPOSITORY SERVICES</b>	
Money Mkt Savings Maint	5.00000
Account Maint	5.00000
Paper Credits	0.25000
Electronic Credits	0.03000
Paper Debits	0.03500
Electronic Debits	0.03000
Deposited Item-On-US	0.03000
PreEnc Deposit Item On-US	0.03000
PreEnc Deposit Item Transit	0.04500
Deposited Item Transit	0.04500
Rejected Pre-encoded Dep Item	0.00000
Returned Deposited Items	0.65000
Returned Item Maint	0.00000
Returned Item Maker Info Keyed	0.15000
Returned Item Image Viewed	0.50000
Deposit Coverage	0.12074
Check Filter Setup	0.00000
Check Filter Mo Maint	0.00000
Check Filter Items Returned	25.00000
Manual Stop Payment 24 mos	1.50000
Copy of Chk/Deposit Ticket	5.00000
Account Inquiry	0.00000
Fax Fee	5.00000
<b>RECONCILEMENT SERVICES</b>	
Full PosPay Maint	10.00000
Full PosPay per Item	0.01500
OL PosPay Only Maint	10.00000
Set up Full ARP	100.00000
OL PosPay Only per Item	0.01500
OL Checks Returned	2.00000
Teller PosPaySpecial Handling	10.00000
OL Issue/Cancel Input	0.25000
OL Pos Pay Exceptions	0.10000
OL Issue Maint Upload per F	0.57971
OL Issue Maint Confirm per F	0.50000
OL ARP Recon Reports Maint	0.00000
Recon Print/Mail	0.00000
OL ARP Rejected Items Report	5.00000
Transmission Input	0.00000
ARP Transmission Output	5.00000
ARP Transmission per Item	0.00000
ARP Safekeeping per Item	0.00000
<b>EPAY</b>	
Monthly Maint Web- No Load	100.00000
Web+Admin Pmt - NonRecur	0.21000

Pass through

\*\$40 max per month

Credit Card Refund Item	0.21000
<b>ONLINE</b>	
Current Day Detail Account	5.00000
Current Day Detail per Item Det	0.00000
Current Day Detail per Item Sum	0.00000
Previous Day Detail Account	5.00000
Previous Day per Item Det	0.00000
Previous Day Detail per Item Sum	0.00000
Account Analysis Report pdf	0.00000
Monthly DDA Stmtnt pdf	0.00000
ACH Return and NOC	5.00000
Token Maint	3.00000
OL Account Add/Modify/Delete	5.00000
Book Transfer Mo Maint	0.00000
Book Transfer per Transfer	0.20000
Cash Vault Mo Maint	20.00000
Stop Payment Mo Maint	0.00000
Stop Payment per Stop	1.50000
Stop Payment per Revoke	1.50000
ACH Mo Maint	0.00000
ACH Adjustment Mo Maint	0.00000
ACH Pos Pay Mo Maint	15.00000
Wires Mo Maint	0.00000
ACH Pos Pay Authorization	1.00000
ACH Pos Pay per Pd Item	0.08000
Account Recon Mo Maint	0.00000
Pos Pay Mo Maint	0.00000
Issue Maint Mo Maint	0.00000
Image Access/Archive Mo	5.00000
External Message Mo Maint	25.00000
External User Message Sent	0.00000
External User Task Sent	0.00000
<b>WIRE TRANSFERS</b>	
Incoming Fedwire	2.00000
Internal Wire Credit	1.75000
Incoming Fedwire Ctp	1.75000
Voice Intrntl USD Non-repetitive	38.00000
OL Fedwire-Non-repetitive	2.25000
SP Internal	1.75000
Mailed Wire Advice	2.50000
<b>Zero Balance Accounts</b>	
ZBA Lead	0.00000
ZBA Subsidiary	0.00000
<b>Image Services</b>	
Chk Pd Image per Item Stored	0.03500
Image Access Image Retrieved	0.03500
OL Web Images Retr	0.00000
Short Term Images Retr	0.00000

<b>ACH SERVICES</b>	
Monthly Maint	0.00000
Originated Addenda Item	0.01000
Process Run	8.00000
Original Transit Item	0.01500
Originated On-US Item	0.01500
File Confirmation Email	0.50000
Received Item	0.03000
Received Addenda Item	0.01000
Block Mo Maint per Account	5.00000
Filter Mo Maint	15.00000
Return per Item	0.25000
NOC	0.25000
Return/NOC Electronic	0.00000
ACH Batch Adj Request	3.00000
OL ACH On-US Item	0.10000
OL ACH Transit item	0.10000
OL ACH Process Run	2.00000
Recvble File Mo Maint	155.00000
Recvble File Translate Pmt	0.08000
Recvble Addenda Item	0.03000
Recvble File Outbnd Trans	12.00000
<b>BRANCH COIN/CURR SERV</b>	
Cash Deposited per \$100	0.10000
Currency Ordered per Strap	0.70000
Loose Currency Ordered/\$100	0.13000
Coin Rolls Ordered per Roll	0.14000
Std Change Order per Order	5.00000
Noncustomer On US Chk Cashing	0.00000
<b>CASH VAULT COIN/CURR</b>	
Cash Dep per \$100	0.00000
Cash Vault Dep per \$100	0.00000
Coin Bag Dep	3.25000
Loose Coin Dep	10.00000
Cash Dep Piece	0.00800
Cash Dep Strap	0.75000
Indiv Coin Rolls	0.13000
Cash Deposit Adjustment	7.00000
Box Coin Ordered	5.00000
Curr Ordered per Strap	0.65000
Std cash Order	5.00000
Non-std Cash Order	6.00000
Small Dep Bags	13.00000
Poly Coin Bags	40.00000
Mailed Receipts	0.50000
<b>International Banking</b>	
CAD-USD Item	4.00000

PLEASE NOTE: All fees and costs are fixed for the five year term of the contract.

**INTEREST**

Target Fed Funds minus 0.35% with a floor of 0.10%

**EARNINGS CREDIT WITHOUT RESERVE**

Target Fed Funds minus 0.25% with a floor of 0.35%

The PROVIDER will maintain service charges and fees charged to Dane County for existing and new services at the same rates as charged to the State of Wisconsin. Any changes negotiated by the State of Wisconsin during the contract period shall be immediately incorporated into this agreement without further action by the COUNTY.