

# Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 100

Contract # Admin will assign	13145B
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Dept./Division	820/AIRPORT	Vendor Name	The 20
Brief Addendum Title/Description	Assignment & Amendment for System administration services	Vendor MUNIS #	33243
		Addendum Term	6/1/2022-5/31/2027
		Amount (\$)	\$ 90,000.00

Department Contact Information		Vendor Contact Information	
Contact	Adam Ussher	Contact	Kevin Peterson/Ken Pecot
Phone #	608-246-3388	Phone #	608-371-1670
Email	ussher.adam@msnairport.com	Email	KPeterson@PetersonTechGroup.com
Purchasing Officer			

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed	Org:	Obj:	Proj:	
	PO#	Org:	Obj:	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input type="checkbox"/>	New PO / Req. Submitted	Org:	Obj:	Proj:	
	Req#	Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	6/1/17-5/31/18	\$28,380.00	<input type="checkbox"/> None	Res#
	13145A	6.1.18-5.31.2022	\$220,366.00	<input type="checkbox"/> None	Res#
		6.1.22-5.31.2027	\$ 90,000.00	<input type="checkbox"/> None	Res# 100,2022
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 338,746.00</b>		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input checked="" type="checkbox"/> Corporation Counsel: Adam Ussher	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL
Dept. Head / Authorized Designee
<i>Kimberly Jones</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: <u>12/6/22</u> Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, December 6, 2022 1:59 PM  
**To:** Krohn, Margaret; Rogan, Megan; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #13145B  
**Attachments:** 13145B.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Krohn, Margaret		Approve: 12/6/2022 3:29 PM
	Rogan, Megan	Read: 12/6/2022 2:08 PM	Approve: 12/6/2022 2:08 PM
	Gault, David	Read: 12/6/2022 2:28 PM	Approve: 12/6/2022 2:36 PM
	Lowndes, Daniel	Read: 12/6/2022 2:07 PM	Approve: 12/6/2022 2:08 PM
	Stavn, Stephanie	Read: 12/6/2022 3:21 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #13145B  
Department: Airport  
Vendor: The 20 LLC  
Contract Description: Assignment & Amendment for System Administration Services (Res 100)  
Contract Term: 6/1/22 – 5/31/27  
Contract Amount: \$90,000.00

### *Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

**AUTHORIZING ASSIGNMENT AND SECOND AMENDMENT OF PURCHASE OF SERVICES AGREEMENT FOR AIRPORT SYSTEM ADMINISTRATIVE SERVICES**

Dane County Regional Airport  
Purchase of Services Agreement No. 13145

Under Purchase of Services Agreement No. 13145 ("Agreement"), Peterson Technology Group, LLC provides Dane County Regional Airport ("Airport") services related to software and hardware associated with the Airport operations system. Peterson Technology Group was recently acquired by The 20 MSP, LLC. Peterson Technology Group and the Airport desire to extend the Agreement so Peterson Technology Group, by its successor, may continue to provide these services. Accordingly, the Airport requests Dane County's approval to extend the Agreement with Peterson Technology Group, as set forth in the Second Amendment of Purchase of Services Agreement, and assign the Agreement to The 20 MSP. Upon extension and assignment, the terms and conditions of the Agreement will be updated to reflect the Airport's current operational needs and set the maximum costs for each additional year. Otherwise, the terms and conditions of the Agreement will remain the same. Peterson Technology Group, by its successor, has the unique and singularly available ability to meet the Airport's needs and is the only option to maintain and support the Airport's current operations system, and as such qualifies for the exception from the maximum term length and rebidding requirements of Chapter 25. Airport staff has determined that approval of the requested amendment and assignment is in Dane County's best interest.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County a Second Amendment of Purchase of Services Agreement and Assignment of Purchase of Services Agreement, as set forth above.

**ASSIGNMENT OF PURCHASE OF SERVICES AGREEMENT  
AND APPROVAL OF ASSIGNMENT**

This instrument was drafted by  
and should be returned to:

Adam Ussher  
Dane County Regional Airport  
4000 International Lane  
Madison, WI 53704

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**THIS ASSIGNMENT OF PURCHASE OF SERVICES AGREEMENT AND APPROVAL OF ASSIGNMENT** is between Dane County, a Wisconsin quasi-municipal corporation ("County"), Peterson Technology Group, LLC, a Wisconsin limited liability company ("PTG"), and The 20 LLC, a Delaware limited liability company ("The 20").

**RECITALS**

1. County is a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704.
2. PTG is a Wisconsin limited liability company whose principal offices are located at W3290 Schaefer Road, Belleville, Wisconsin 53508.
3. The 20 is a Delaware limited liability company whose principal offices are located at 6600 Chase Oaks Boulevard, Suite 100, Plano, Texas 75023.
4. County and PTG are parties to Purchase of Services Agreement No. 13145, as modified by Amendment to Purchase of Services Agreement for Airport System Administration Services dated June 11, 2019 (as modified, the "Agreement"), by which PTG provides services related to software and hardware associated with the airport operations system to County at the Dane County Regional Airport.
5. PTG and The 20 request that County approve PTG's assignment of the Agreement to The 20 as The 20 acquires PTG.
6. County has determined that it is in its best interest to approve the assignment of the Agreement as requested.

## AGREEMENT

Accordingly, the parties agree as follows:

1. This Assignment of Purchase of Services Agreement and Approval of Assignment is conditioned upon all of the following events occurring (the "Closing Conditions"):
  - a. County's approval of this assignment, as evidenced by County's signature on this Assignment of Purchase of Services Agreement and Approval of Assignment; and
  - b. County and PTG's execution of the Second Amendment to Purchase of Services Agreement attached as Exhibit A.
2. The effective date of this Assignment of Purchase of Services Agreement and Approval of Assignment is the date that all Closing Conditions are satisfied ("Effective Date").
3. County approves the assignment of the Agreement to The 20.
4. PTG assigns all of its rights and obligations under the Agreement to The 20.
5. The 20 accepts and assumes all of the PTG's rights and obligations under the Agreement.
6. The parties may evidence their agreement to be bound by the terms of this Assignment of Purchase of Services Agreement and Approval of Assignment upon one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Assignment of Purchase of Services Agreement and Approval of Assignment has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or not the original is in existence and whether or not such copy was made by a party in the regular course of business.
7. Any and all notices, payments, or communications required or necessary to be provided to PTG under the Agreement shall instead be directed to the following address:

The 20 LLC  
6600 Chase Oaks Boulevard, Suite 100  
Plano, Texas 75023
8. In the event that any of the Closing Conditions is not satisfied, this Assignment of Purchase of Services Agreement and Approval of Assignment will be deemed void.

To evidence the parties' agreement to this Assignment of Purchase of Services Agreement and Approval of Assignment, they have executed and delivered it on the dates indicated below.

COUNTY

Dane County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joe Parisi  
Dane County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott McDonell  
Dane County Clerk

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, the above-named Joe Parisi, Dane County Executive, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, the above-named Scott McDonell, Dane County Clerk, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_



THE 20

The 20 LLC

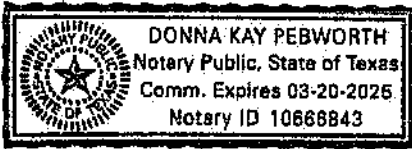
By: Ken Pecot  
Ken Pecot  
Chief Operating Officer

Date: 11/2/22

STATE OF Texas )  
 ) ss.  
COUNTY OF Collin )

Personally came before me this 2nd day of November, the above-named Ken Pecot, to me known to be an authorized representative of The 20 LLC, who executed the foregoing instrument and acknowledged the same on behalf of The 20 LLC.

Donna Kay Pebworth  
Notary Public, State of Texas  
My Commission expires: 3/20/2025



**[Signature page to Assignment of Purchase of Services Agreement and Approval of Assignment]**



**Exhibit A**

**Second Amendment to Purchase of Services Agreement**

**SECOND AMENDMENT OF PURCHASE OF SERVICES AGREEMENT  
FOR AIRPORT SYSTEM ADMINISTRATION SERVICES**

POS Agreement No. 13145  
Peterson Technology Group

**THIS SECOND AMENDMENT OF PURCHASE OF SERVICES AGREEMENT** for Airport System Administration Services ("Second Amendment") is between Dane County ("County") and Peterson Technology Group, LLC ("PTG"), and is effective June 1, 2022.

**BACKGROUND:**

1. County and PTG are parties to Dane County Purchases of Services Agreement No. 13145 (the "Agreement"), pursuant to which PTG furnishes system administration services for the physical servers, virtual servers, firewall, switches, and a backup server at Dane County Regional Airport ("Airport"), and provides other technical services involving the Airport's computer system; and
2. County and PTG wish to amend the Agreement in order to extend the term of the Agreement for an additional five years, establish maximum costs for each year of the extended term of the Agreement, and further specify which computer system components are subject to the Agreement to reflect the Airport's current operational needs.

Accordingly, the parties agree as follows:

1. The Agreement will remain in full force and effect unchanged in any manner by this Second Amendment except as changes are expressly set forth herein. This Second Amendment controls only to the extent of any conflict between the terms of the Agreement and this Second Amendment.
2. The Agreement, and any amendment or addendum to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, the Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under the Agreement, or any subsequent amendment or addendum.
3. As referenced in the Agreement and its Exhibits, "Contract Year Six" means the period from June 1, 2022 through May 31, 2023, "Contract Year Seven" means the period from June 1, 2023 through May 31, 2024, "Contract Year Eight" means the

period from June 1, 2024 through May 31, 2025, "Contract Year Nine" means the period from June 1, 2025 through May 31, 2026, "Contract Year Ten" means the period from June 1, 2026 through May 31, 2027.

4. The term of the Agreement, as set forth in Section I thereof, is extended through May 31, 2027.
5. "Four virtual servers" in the first sentence in Section 1 of the Scope of Services attached to the Agreement as Exhibit A, as amended, is deleted and replaced with "five virtual servers."
6. The period of the final sentence in Section 1 of the Payment Schedule attached to the Agreement as Exhibit B, as amended, is deleted and replaced with the following:

**\$3,046 per month for Contract Year Six, \$3,229 per month for Contract Year Seven, \$3,422 per month for Contract Year Eight, \$3,628 per month for Contract Year Nine, and \$3,846 per month for Contract Year Ten.**

7. The four item list in Section 2 of the Payment Schedule attached to the Agreement as Exhibit B is amended to add the following:

- **Contract Year Six - \$185 per hour**
- **Contract Year Seven - \$190 per hour**
- **Contract Year Eight - \$195 per hour**
- **Contract Year Nine - \$200 per hour**
- **Contract Year Ten - \$205 per hour**

8. The period of the final sentence in Section 3 of the Payment Schedule attached to the Agreement as Exhibit B, as amended, is deleted and replaced with the following:

**\$13,000 for Contract Year Six, \$20,000 for Contract Year Seven, \$17,000 for Contract Year Eight, \$19,000 for Contract Year Nine, and \$21,000 for Contract Year Ten.**

9. The four item list in Section 4 of the Payment Schedule attached to the Agreement as Exhibit B is amended to add the following:

- **Contract Year Six - \$185 per hour**
- **Contract Year Seven - \$190 per hour**
- **Contract Year Eight - \$195 per hour**
- **Contract Year Nine - \$200 per hour**
- **Contract Year Ten - \$205 per hour**

10. The period of the final sentence in Section 5 of the Payment Schedule attached to the Agreement as Exhibit B, as amended, is deleted and replaced with the following:

**\$13,000 for Contract Year Six, \$15,000 for Contract Year Seven, \$17,000 for Contract Year Eight, \$19,000 for Contract Year Nine, and \$21,000 for Contract Year Ten.**

**IN WITNESS WHEREOF**, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

**FOR PETERSON TECHNOLOGY GROUP, LLC:**

<i>Kevin Peterson</i>	<u>10/2/2022</u>
_____ Kevin Peterson President	_____ Date

**FOR COUNTY:**

_____ Joseph T. Parisi Dane County Executive	_____ Date
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_____ Scott McDonell Dane County Clerk	_____ Date
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