

Dane County Contract Cover Sheet

Res 304
significant

Dept./Division	Treasurer & Planning and Development
Vendor Name	GCS Software Inc
Vendor MUNIS #	2875
Brief Contract Title/Description	Continued use & maintenance of current property listing and tax collection software
Contract Term	1/1/2020 - 12/31/2024
Total Contract Amount	\$ 520,500

Contract # <small>Admin will assign</small>	13832
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	TREAS	Obj Code	22435	Amount	\$ 345,600.00
Req #	Org Code	PDRECSUP	Obj Code	22159	Amount	\$ 174,900.00
Year	Org Code		Obj Code		Amount	\$

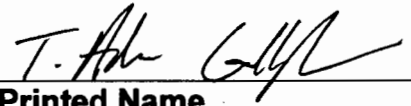
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	304
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/13/19		
cu	Controller		11/14/19	
Qac	Purchasing	11/13/19	11/13/19	
CB	Corporation Counsel	11/15/19	11/15/19	
✓	Risk Management	11/14/19	11/14/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	T. Adam Gallagher	Name	Terry Denney
Phone #	608.266.4151	Phone #	608-781-2434
Email	gallagher@countyofdane.com	Email	terryd@gcssoftware.com
Address	Dane County Treasurer 210 Martin Luther King Jr Blvd #114 Madison, WI 53703	Address	W City Hwy 16, Suite C West Salem, WI 54669

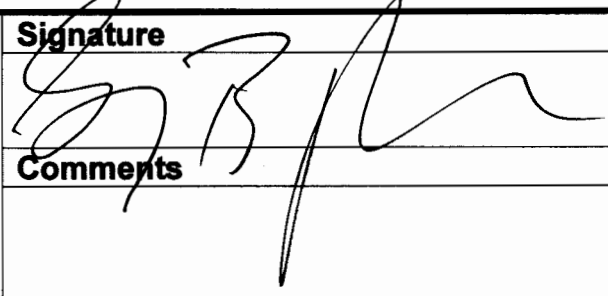

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11.12.19
	Printed Name	
	T. Adam Gallagher	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		11.15.19
	Comments	
Corporation Counsel	Signature	Date
		11/15/19
	Comments	

2019 RES-304

AWARD OF CONTRACT FOR ANNUAL SYSTEM MAINTENANCE
TO GCS SOFTWARE, INC FOR TAX COLLECTION AND
PROPERTY ASSESSMENT RECORDS IN THE TREASURER'S OFFICE

Since 1999, the county has used software provided by GCS Software, Inc. of West Salem WI to maintain property assessment and tax collection records. The county has agreed to continue its working relationship with GCS to provide system support and annual updates to the software.

The annual maintenance for the software is \$100,000 for years one and two, \$105,000 for years three and four, and \$110,500 for year five for a five-year total of \$520,500.

THEREFORE BE IT RESOLVED that a contract be awarded to GCS Software, Inc. for a period of five years (January1, 2020-December 31, 2024) and that the County Executive and County Clerk are authorized to execute the contract documents.

DANE COUNTY CONTRACT # 13832



of Pages Including Schedules: 15
Expiration Date: December 31, 2024
Authority: Res. # 304, 19-20
Department: Treasurer
Maximum Cost: \$550,424
Registered Agent:
Registered Agent Address:

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. Blvd., Room 114, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of software maintenance and support; and

WHEREAS PROVIDER, whose address is 920 W City Hwy 16, Suite C, West Salem, WI 54669, 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 State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. **PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached 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.

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. COMPLIANCE WITH FAIR LABOR STANDARDS:

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

- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. 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:

 President

11/11/2019
Date Signed

Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

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

SCHEDULE A

Scope of Services

Provider agrees to schedule an annual meeting with County. Through these annual meetings, Provider shall discuss upcoming changes in the software so that County can continue operations in compliance with the contract. Provider shall also receive user feedback to help direct beneficial changes with the software for the user experience and needs as well as compliance with changes in state laws and guidance.

In addition to the annual meetings, Provider agrees to continue working with County and other users to improve the void payment process. Currently, when there are specials that were considered paid until voided, the void payment process requires (i) voiding the respective payment, (ii) voiding all subsequent payments, and (iii) re-entering the subsequent payments. This is the only method to ensure proper allocation of a payment towards specials. Provider shall reconcile this process to make it more intuitive for the software users, the auditors, and the online presence.

1. **DEFINITIONS.** The following definitions apply both in construing this use license Agreement and any related annual software use license Agreement regarding maintenance and support.
 - A. **Software.** The term "Software" means one or more of the proprietary computer software programs identified in this Agreement, all related materials, documentation, and other written information received by the County from GCS, along with any modifications, improvements, updates, derivations, changes thereto. This Agreement may identify more than one software program or more than one copy of any software program.
 - B. **Applicable Specifications.** The term "Applicable Specifications" means the functional and operational characteristics of the software as described in GCS' current published product description and technical manuals.
 - C. **Designated CPU.** The term "Designated CPU" means any central processing unit or attached processor complex, including its associated peripheral units, described as follows:
Virtual servers [CPU, SAN (storage area network) components] located in 2 physically separated data centers (primary and secondary) to enable high availability
 - D. **Site.** The term "Site" means a computer system or system composed of one or more CPU's that are located in the same *physical address* which is:
Primary: 201 Martin Luther King Jr. Blvd., Madison, WI 53703

LICENSE.

- A. **Grant of License.** PROVIDER hereby grants to COUNTY and COUNTY hereby accepts from PROVIDER a non-exclusive, non-transferable license to use the software in accordance with this Agreement during the term of this contract. 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. PROVIDER shall be the sole and exclusive owner of any improvements, modifications, updates, enhancements or derivations of all or any part of the Software which are made by the COUNTY
- B. **Termination of PROVIDER Business.** PROVIDER agrees that in the event it ceases to market maintenance and support for the software, and there is no successor-in-interest by merger, by operation of law, assignment, purchase, or otherwise marketing maintenance and support for the software, it will provide COUNTY, without charge, one (1) copy of the current source code for all of the programs, and all supporting documentation for PROVIDER' software then operating and installed at COUNTY's location(s). If COUNTY should obtain the source code and the documentation pursuant to this section, the only use made of the code and the documentation will be for the proper maintenance of the software in connection with COUNTY's use of the software as provided for and limited by the provisions of this Agreement.
- C. **Restrictions on Use.** COUNTY is authorized to use the software only for COUNTY's purposes. The COUNTY may operate up to two logical running instances of the software at multiple sites in physical and/or virtual environments as follows:
- **Production** – a high availability instance for regular COUNTY user (one aggregate instance). This may include multiple physical and/or virtual servers and may be hosted in multiple locations for high availability.
 - **Training/Test** – one or more VM instances to provide infrastructure for training and testing, may or may not be a copy of production
- D. **Transfer of Software.** The use of the COUNTY software instances is restricted to COUNTY activity, and may overlap with contracted partner or child agencies, notwithstanding, the COUNTY is the only agent authorized to operate up to three logical secondary instances and one production instance of the software. The rights and license granted COUNTY hereunder 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 by COUNTY without the prior written consent of PROVIDER. In the event the COUNTY desires to have a third party use the software and said third party is approved by PROVIDER, then the third party shall enter into a sublicense agreement with PROVIDER.
- E. **Documentation.** PROVIDER shall provide COUNTY with the software (web based/electronic format) specified in the Agreement, and a minimum of one copy per installation of the user manuals/documentation and supporting materials. PROVIDER grants to COUNTY permission to duplicate all printed software-supporting material for COUNTY's internal use only.

- F. **Proprietary Markings.** 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.
- G. **Inspection.** To assist PROVIDER in the protection of its proprietary rights, COUNTY shall permit representatives of PROVIDER to inspect at all reasonable times any location at which items supplied are being used or kept.

MAINTENANCE AND SUPPORT.

- A. **Maintenance and Support Services.** After acceptance of the software and subject to the terms, conditions, and charges set forth in the required annual software use license Agreement, PROVIDER will provide COUNTY with maintenance and support services for the software as follows:
- (i) PROVIDER will provide such assistance as necessary to cause the software to perform in accordance with the applicable specifications as set forth in the product description and technical manuals;
 - (ii) PROVIDER will provide such improvements, enhancements, extensions and other changes to the software developed by PROVIDER for the software used by COUNTY (improvements); and
 - (iii) PROVIDER will update the software, if and as required, to cause it to operate under new versions or releases of the operating system specified ("Updates") so long as such updates are made generally available to PROVIDER' other COUNTYS.

Services include 24-7 telephone and e-mail support (including weekends and holidays) along with "Live support" which allows our staff to connect directly to COUNTY computers using a Remote connection designated by PROVIDER. Severity level and response time are assigned according to their impact on COUNTYS. The normal response time will be less than two hours and typically within 30 minutes. When necessary, PROVIDER will, upon authorization from the COUNTY, establish a secure remote access service that includes the following: remote installation of program updates, creation of database maintenance routines to initiate backups and other maintenance, and conduct performance reviews to ensure the applications and database are both operating at their highest levels.

- B. **Changes in Operating System.** If COUNTY desires to obtain a version of the software that operates under an operating system not specified in the Agreement, PROVIDER will provide COUNTY with the appropriate version of the software, if available, on a 90-day trial basis without additional charge, provided COUNTY has paid all maintenance and support charges then due. At the end of the 90-day trial period, COUNTY must elect one of the following three options: (i) COUNTY may retain and continue to use the old version of the software, return the new version to PROVIDER and continue to pay the applicable use license fee and maintenance charges for the old version; (ii) 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 (iii) COUNTY may retain and use both versions of the software, provided COUNTY pays PROVIDER the applicable use license fee and

prorated maintenance charges for both versions of the software for the actual time both versions are used. COUNTY will promptly sign the necessary Agreement(s) to accomplish the above.

C. **Charges for Maintenance & Support.** PROVIDER will provide COUNTY with the maintenance and support services described in subsections A and B only if there is in effect an annual software use license Agreement and the fee has been paid in full by COUNTY.

D. **Limitations on PROVIDER'S Obligations.** Any modification or attempted modification of the software by COUNTY or any failure by COUNTY to implement in a reasonable and customary fashion, improvements and updates to the software as supplied by PROVIDER shall give PROVIDER option to either void the obligations under this Agreement and under all annual software use license Agreements or charge COUNTY at PROVIDER' usual and customary rates for time and material expended in correction efforts, including, but not limited to, any assistance by phone unless COUNTY has obtained prior written authorization from PROVIDER permitting such modification, attempted modifications or failure to implement. COUNTY understands and agrees that PROVIDER may develop and market new or different computer programs that use part or all of the software and which 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. Any modifications, derivations, updates, changes, improvements, enhancements, of or to the software by COUNTY shall become the sole and exclusive property of PROVIDER.

E. **WARRANTY.**

PROVIDER hereby warrants its ownership and/or marketing rights by 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 software by OCUNTY 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.

F. **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 our related to software described in this Agreement or the breach thereof, even if the PROVIDER has been advised of the possibility thereof.

COUNTY RESPONSIBILITY.

A. **Software usage.** 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. COUNTY shall backup data files and software at least daily with a backup rotation that provides at least a capability of recreating data and software for each of the previous seven days and one month

and one-year anniversaries. COUNTY shall maintain secure off-site storage of backups and shall establish a procedure to test the backup system monthly.

- B. **Hardware and Supplies.** COUNTY shall be responsible to provide the computer equipment to successfully operate the software. COUNTY shall also be responsible in ordering of all computer paper, forms and other necessary supplies used to perform the daily activities on the computer equipment. Upon request, PROVIDER will assist COUNTY in the selection of these items to identify compatibility.
- C. **Primary Contact.** COUNTY will designate a person to be duly authorized and empowered as the principal spokesperson for and PROVIDER' primary contact with the COUNTY.

CONTACT PERSON

TELEPHONE NUMBER

Implementation:

Troy Everson, Land Records Administrator

608-261-2750

Adam Gallagher, County Treasurer

608-266-4215

- D. **Computer Access.** The COUNTY shall provide PROVIDER with access to the computer at mutually agreed upon times in order that PROVIDER can fulfill the contractual obligations expressed in the document.

12. CONFIDENTIAL INFORMATION.

- A. **Defined.** As used in this Section, "Confidential Information" includes the Software and Customizations in any embodiment and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal COUNTY and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section, COUNTY specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation comprise Confidential Information and know-how that are the exclusive property of PROVIDER.
- B. **Nondisclosure.** The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. COUNTY further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. COUNTY shall not disclose the results of any performance or

functionality tests of the Software to any third party without PROVIDER's prior written approval.

C. **Exceptions.** A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

D. **The provisions of this Section shall survive termination of this Agreement.**

SCHEDULE B

Pricing Structure and Payment

LandNav Suite and Modules:	2020 & 2021	2022 & 2023	2024
<i>Property Assessment with Tax Calculation and Billing</i>	26500	28000	29500
<i>Valuation Exchange</i>	4700	5000	5300
<i>Non-GCS Update Process</i>	2100	2400	2700
Sub-Total	\$33,300	\$35,400	\$37,500
<i>Treasurer's Collection with Settlement</i>	27700	28500	30000
<i>Municipal Collections Distribution License</i>	0	0	0
<i>Import Payments from Municipalities</i>	4000	4300	4600
<i>Bank Exchange Process</i>	5000	5500	6000
<i>Municipal Property Tax Collection (Single PC)</i>	9000	9500	10000
<i>Municipal Property Tax Collection (Network)</i>	21000	21800	22400
<i>Treasurer's Settlement</i>	0	0	0
Sub-Total	\$66,700	\$69,600	\$73,000
TOTAL	\$100,000	\$105,000	\$110,500
<i>Interface to Fidlar Monarch*</i>	5962	6000	6000

* County is interested in the interface to Fidlar Monarch. Provider is to fix a compatibility issue. Once County is able to use and test this interface for four (4) weeks, County will determine whether or not to proceed with Interface and the associated maintenance. Maintenance will be added to the contract by addendum when County decides to proceed. Maintenance rate shall be prorated for the actual time interface is used and needs to be maintained based upon the date on the written addendum.

SCHEDULE C

Reports

No reports are required under this contract.