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GTS PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, executed on this 9th day of March 2016, is entered into by and between Govtech Services, Inc. ("GTS"), an Iowa corporation, 2085 NW 137th St., Clive, Iowa 50325, and the Woodbury County, Iowa Treasurer ("Treasurer or the "County," as the context may require), 620 Douglas St, Sioux City, Iowa 51101. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, GTS and the Treasurer agree as follows:

1. **Services to be Performed.** GTS agrees to perform those services and the County Treasurer agrees to assist therein as set forth in **Exhibit A** (attached hereto and incorporated by reference as if fully articulated in this Agreement) in connection with the County tax sale held pursuant to IOWA CODE § 446, *et seq.*

2. **Timing of Performance.** GTS will commence providing the services described in this Agreement and its **Exhibit A** on March _____ 9th _____, 2016, or such later date as may be mutually agreed upon by the Treasurer and GTS (the "Beginning Date").

3. **Fees and Expenses.** The professional services provided by GTS hereunder shall be subject to the following terms and conditions regarding the payment of fees and expenses. In consideration for the services provided by GTS and described in **Exhibit A**, the Treasurer, pursuant to Iowa law, agrees to assess, in addition to any other bidder registration fees imposed by the Treasurer or the County, a Forty Dollar and 00/100 (\$40.00) registration fee per bidder that registers to participate in each online County tax sale provided by GTS through its internet based tax sale auction platform (the "Service Fee"). The Service Fee(s) shall be payable to GTS, and GTS is entitled to receive, once the sale is balanced, the sum of the number of registered bidders multiplied by the Service Fee. GTS understands, acknowledges and agrees that in no event shall GTS's invoices exceed the amount of fees actually collected by the Treasurer or the County from registered bidders for GTS's services hereunder.

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COMM. OF ELECTIONS
AUDITOR & RECORDER
WOODBURY COUNTY
PATRICK F. GILN

4. **Term of Agreement.** Except as provided in section (vi) of the Treasurer's duties under **Exhibit A** of this Agreement, the term of this Agreement shall be as follows:

Unless sooner terminated by GTS or the Treasurer pursuant to this Agreement, the term of this Agreement shall commence on and continue from the Beginning Date for a period of one (1) year. This agreement will automatically renew for successive one (1) year terms unless the parties wish to terminate, in which case notice of intent to terminate shall be provided thirty (30) days prior to the expiration of this agreement.

5. **Information to be Provided by Treasurer.** The Treasurer hereby agrees to provide GTS in a timely manner with all reports, data and information as requested by GTS and further agrees that GTS may rely on all such reports, data and information in performing the services set forth herein and in all exhibits and addenda made a part hereof.

6. **Limitation of Liability.** The Treasurer hereby agrees that in no event shall GTS be liable for any loss of profit or indirect, special, incidental or consequential damages as a result of the use by GTS of inaccurate, omitted, erroneous, fraudulent or other insufficient information supplied to GTS by the Treasurer, the County or their agents or employees under this Agreement.

7. **Right to Contract.** GTS and the Treasurer each warrant that neither its execution and delivery of this Agreement, nor its performance of the provisions hereof are, or will constitute, a violation on its part of any applicable law or regulation or any contract, indenture or other agreement or relationship to which it is a party or by which it is bound, and each agrees that it will defend, indemnify and save the other harmless from and against any loss, costs, liability, damages or expense by reason of any claim which may be asserted to the contrary by any third party.

8. **Notice Procedure.** Except as otherwise provided in this Agreement, notice, where required hereunder, shall be sent by regular mail, to the other party at the address set forth above and will be effective upon acceptance thereof. Either party may provide for change of its address by sending notice of its new address in the same manner.

9. **Applicable Law.** This Agreement shall be governed by and construed under the internal laws of the State of Iowa without reference to its choice or conflict of law rules.

10. **Assignment.** This Agreement shall be binding on the parties, their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party hereto.

11. **Headings.** All headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

12. **Invalidity.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

13. **Excuse from Performance.** GTS shall be excused from performance hereunder for any period it is prevented from performing any of its obligations hereunder, in whole or in part, as a result of an act of God, war, civil disturbance, court order or other cause beyond its reasonable control, and such nonperformance shall not be a ground for termination hereof or default hereunder.

14. **No Guarantee.** GTS hereby agrees to use its best efforts to perform all services provided herein and in any addendum or exhibit made a part hereof, but in no event does GTS guarantee the collection of any delinquent taxes, assessments, penalties, fees or other charges, and nothing herein or contained in any exhibit or addendum made a part hereof shall be interpreted as such a guarantee.

15. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless made in writing and executed by the parties hereto.

16. **Confidential and Proprietary Information.** GTS recognizes and acknowledges that in the course of performing the services provided hereunder, it may have access to certain confidential or proprietary information. GTS hereby agrees that it will not at any time during or after the term of this Agreement disclose any such confidential or proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, unless

required by law or upon obtaining the prior written consent of the County or the Treasurer. In the event of a breach, whether actual or anticipated, by GTS of the provisions of this Paragraph 16, the County or the Treasurer shall be entitled to an injunction or other legal or equitable remedy pursuant to which GTS shall be enjoined or precluded for disclosing, in whole or in part, such confidential or proprietary information. The County and the Treasurer recognize and acknowledge that GTS and/or its subcontractors may provide software and other proprietary processes or information that shall remain the property of GTS or its subcontractors, is only licensed to the County/Treasurer for the term of this Agreement and may not be used by the County/Treasurer in any manner inconsistent with this Agreement or disclosed to any third parties.

17. **Entire Agreement.** This Agreement and any addenda or exhibits made a part hereof constitute the entire agreement and understanding of the parties, and supersede all prior written and oral understandings.

18. **Misc. Compliance Provisions.** (A) GTS affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. GTS shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. GTS is not required to participate should the E-Verify program cease to exist. GTS shall not knowingly employ or contract with an unauthorized alien. GTS shall not retain an employee or contract with a person that GTS subsequently learns is an unauthorized alien. GTS shall require its subcontractors, who perform work under this Agreement, to certify to GTS that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. GTS agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. (B) GTS and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

Woodbury County, Iowa Treasurer

By: *Michael R. Clayton*
Printed: Michael B. Clayton

Board of Supervisors, Chairman

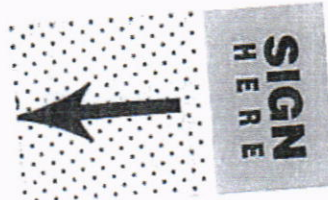
By: *Jeremy Taylor*
Printed: Jeremy Taylor

Govtech Services, Inc.

By: *Marc Carr*

Printed: Marc Carr

Its:



**EXHIBIT A TO GTS PROFESSIONAL SERVICES AGREEMENT: DESCRIPTION OF
SERVICES FOR ONLINE TAX SALE**

From various reports, data and information to be provided by the County Treasurer, GTS shall:

- (i) place the list of properties to be included in the tax sale on the approved internet based tax sale auction platform provided by GTS in advance of the auction;
- (ii) update said list as necessary prior to sale;
- (iii) conduct a tax certificate/lien sale by using GTS's internet based tax sale auction platform and/or other designated websites, including associated offline components;
- (iv) oversee and administer the public access bidding;
- (v) provide technical support/customer service for the online auction in a manner consistent with the rules established by the Treasurer and the State of Iowa;
- (vi) provide the Treasurer with reports necessary to the Treasurer in balancing the sale and completing its final accounting procedure for the sale;
- (vii) provide multiple internet based webinars to facilitate training and instruction for both Treasurer's staff and bidders prior to the sale;
- (viii) collaborate with the software vendor for the Treasurer's office to facilitate an automated data exchange providing updates to the Treasurer's database;
- (ix) provide a data file of the bidders registered for each online public auction to the Treasurer in a format acceptable to both GTS and the Treasurer prior to the commencement of each such auction; and
- (x) supply the Treasurer with a data file that contains the results of each online public auction in a format acceptable to both GTS and the Treasurer within a reasonable time period following the conclusion of each such auction.

The County Treasurer and its Information Technology Department, respectively, as their duties require, shall:

- (i) provide all necessary property information and records as requested by GTS to prepare the required lists;
- (ii) review all information prepared for accuracy;
- (iii) update the sale list at reasonable intervals to update the GTS auction website;
- (iv) if the Treasurer's Office desires to host an on-site demonstration seminar, provide a suitable meeting room or meeting place with suitable internet access;

- (v) supply GTS with a data file of the properties eligible for sale in each online public auction in advance of the 3rd Monday in the month of June of each year hereunder; the data file shall be in a format acceptable to both the Treasurer and GTS; and
- (vi) make good faith efforts to require the software vendor for the Treasurer's office to cooperate with GTS with respect to the exchange of data files described herein and more specifically section (v) of the Treasurer's duties hereunder; however, if the Treasurer's software vendor cannot timely supply GTS with the data file described in section (v) of the Treasurer's duties, either party hereto may terminate this Agreement after giving the other party seven (7) days prior written notice of its intention to terminate this Agreement.

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF
THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE**

Pursuant to Article I, Section B, of the Bylaws of the Iowa County Treasurers Egovernment Alliance (the "Alliance"), a meeting of the Board of Directors of the Alliance was held in _____, Iowa, on _____, 2016, upon notice duly delivered or waived. All members of the Alliance's Board of Directors were represented at the meeting. Accordingly, a quorum of the Board of Directors was represented. _____ served as Chairperson of the meeting and _____ served as Secretary of the meeting.

The Chairperson announced that the purpose of the meeting was to consider whether to invite representatives of counties that are not Members of the Alliance, on a limited basis, to attend meetings of the Alliance's various task forces when discussing and taking actions with respect to functions of the Alliance's website that are used by counties that are not Members of the Alliance. After further discussion, upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLVED, that two (2) non-voting Special Liaison positions are hereby established. The Special Liaisons shall be individual county treasurers nominated by those members of the Iowa State County Treasurers Association who are not members of the Alliance and who are selected and appointed by the Board of Directors. The Special Liaisons shall be permitted to attend all meetings of Alliance task forces during which such task forces discuss functions of the Alliance's website that are used by counties that are not Members of the Alliance. The Special Liaisons shall be permitted to participate in all discussions of such task forces, but shall not be permitted to vote on any matter that comes before such task forces or any committee of the Alliance. The Special Liaisons shall be solely responsible for all costs associated with their participation in such task forces, including without limitation all travel and lodging costs. The Special Liaisons shall not be permitted to send substitutes in their place to attend any meeting of an Alliance task force.

SUBMITTED BY:

_____, Secretary

ATTEST:

_____, Chairman