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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