



LETTER OF AGREEMENT AND POLICY ACCEPTANCE

This agreement is made and entered into as of August 1, 2013 by and between GovTech Services, Inc. (Hereinafter, "GTS") an Iowa corporation, maintaining its principle place of business at 1701 48th Street, West Des Moines, Iowa 50266 and the City of Milwaukee, Wisconsin (hereinafter, "City") a municipal corporation maintaining its principle place of business at 200 East Wells Street, Milwaukee, Wisconsin 53202.

1. SERVICE: Said City chooses to offer GTS Portfolio Service and Escrow Pro Service which is provided at no cost to the City. GTS is authorized to act as the City's single outside agent in providing access to pre-approved property tax information to requesting and authorized mortgage companies, banks and lenders, escrow service processing companies, utilities, and any authorized organization that process property tax information. GTS agrees that it will not disclose any proprietary information and data related to tax collection to any unauthorized third party for any reason. Confirmed resident owner of inquired parcel excluded.

2. TERM: This agreement shall be in effect for a period of one (1) year from the date of its acceptance by the City and shall be renewed automatically for successive one year terms thereafter, subject to the right of either party to terminate anytime during the term by providing the other party written notice of the desire to terminate at least thirty (30) days prior to the intended date of termination.

3. FEES: The fees associated with the cost of the products are paid by the consumer. They are determined by the volume of parcels submitted by an authorized requester or public user. The City shall not be liable for any fees for service or maintenance to this system for any reason at any time. The set up fees are collected and billed from GTS accounting offices directly to the consumer using the service. Any additional fees requested by the City for providing this service will be deposited to an account designated by the City. This deposit of additional fees will be made by GTS no later than forty-five (45) days after the final installment due date. Additional marketing costs for tools designated and processed by the City are excluded from this clause.

4. PROGRAMING: GTS will provide programming services as needed to meet the requirement of the City in accordance with the business rules and regulations that the City operates under in terms of collecting real estate taxes. GTS is allowed and considered an authorized agent to communicate directly and work directly with the Office of the City Treasurer for the purpose of constructing and distributing tax data directly related to the selected product software and its design to report and collect real estate taxes. GTS shall employ all necessary professional practices and take all precautions to ensure that the City tax collection system is not exposed to elements that would cause a breach in security currently in existence on the City's system.

A) The data is agreed to be submitted to GTS immediately upon certification and after authorized review by the Office of the City Treasurer. This also allows the set up of automatic nightly updates for the entire City's tax collection system for the designated time of processing tax payments.

5. INDEMNITY: GTS agrees to indemnify and hold harmless the City against loss or threatened loss or expense by reason of the liability of potential liability of the City for or arising out of any claims for damages related to the use of selected product software and business practices. The Office of the City Treasurer agrees to review all property information and records prepared for accuracy to the best of its ability and holds no fault to GTS for discrepancies or incorrect amounts determined to be at fault by the City.

6. TRAINING: GTS will provide initial training to the Office of the City Treasurer staff prior to the release of the tax information and all selected product users as registered if needed. GTS will have continued Helpdesk assistance available to the Office of the City Treasurer staff and all users of selected products Monday through Friday from 7:00 A.M. to - 7:00 P.M. Central Time.

7. 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 Milwaukee City Treasurer. This agreement also prohibits GTS from altering records provided by the City Treasurer as well as allowing unauthorized enhanced access to other parties in any way. In the event of a breach, whether actual or anticipated, by GTS of the provisions of this section of the contract, the City 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 City recognizes and acknowledges 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 and is only licensed to the City for the term of this Agreement and may not be used by the City in any manner inconsistent with this Agreement or disclosed to any third parties.

ACCEPTANCE: The Office of the City Treasurer, City of Milwaukee, Wisconsin accepts the service as described above and authorizes this in effect as of Thursday, August 1, 2013.

By: _____ Dated:

Spencer Coggs, Milwaukee City Treasurer