

## **Assessment Technologies of WI, LLC Market Drive™**

This CAMA Software Statement of Work (“SOW”) is an Agreement by and between Assessment Technologies, a company with its principal place of business at N88 W16573 Main Street, Menomonee Falls, WI 53051 (“Assessment Technologies”) and the City of La Crosse located in La Crosse County, Wisconsin (“City”). Assessment Technologies and the City may be collectively referred to as “Parties” or individually as a “Party”.

WHEREAS, Assessment Technologies is willing to provide, and the City desires Assessment Technologies’ Market Drive™ Large Municipal Edition Software and associated services, on the terms and subject to the conditions set forth in Market Drive™ License Agreement and also herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### **Part 1 – Assessment Technologies’ Responsibilities**

Assessment Technologies will provide the City of La Crosse with the following:

1. An annually renewable site license to use the Market Drive™ Large Municipal Edition Software (hereafter referred to as just “Market Drive™”) in accordance with the Market Drive™ License Agreement attached. The annual license begins when the final conversion of real estate data is delivered to the City.
2. Help the City’s Terrascan consultant extract the real estate data to be converted in a clearly understandable format. Our part of this effort is advisory in nature and expected to take no more than 10 hours.
3. Conversion services to convert the real estate data extracted from Terrascan to Market Drive™.
4. Conversion services to convert the personal property data from spreadsheet form to Market Drive™.
5. Conversion services to convert the mobile home park data from spreadsheet form to Market Drive™.
6. A utility which will allow the City of La Crosse to import building permit data provided by the building inspection department in a clear text format.
7. Technical support to help the City of La Crosse’s IT staff install and maintain the software within the City of La Crosse’s computer infrastructure.
8. Training services to help the City of La Crosse’s assessment staff understand the software.
9. On-going application and technical support to help the City of La Crosse utilize the Market Drive™ software to its potential.
10. Regular software updates which enable the City of La Crosse to use the most current version of the Market Drive™ software.

The Market Drive™ software will conform to the representations made by Assessment Technologies in response to the City’s RFP, the software demonstration and answers to any and all follow up questions.

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## **Market Drive™**

### **Part 2 – City of La Crosse’s Responsibilities**

The City of La Crosse will provide Assessment Technologies with the following:

1. The real estate, personal property and mobile home park data to be converted. The data will be in a clear text format unless otherwise agreed to.
2. A timely review and feedback on problems with the data converted so that the conversion can be completed without undue delay.
3. Sample data and specifications of the building permit data to be imported.
4. An IT staff person who is capable of installing typical Windows desktop software and who understands the City of La Crosse’s computer environment and is able to make configuration changes to user permissions, network configurations and SQL Server as needed.
5. A suitable facility equipped with a system capable of projecting a computer screen (from a laptop) to use for onsite training.
6. Payment to Assessment Technologies for software and services as indicated in the section titled ‘Fees and Payment Schedule’ below.

The City of La Crosse is also responsible for purchasing the appropriate license for third party software that it chooses to use with the Market Drive™ software. This includes:

- Apex for Assessors sketching software versions 4.x or 5.x
- ESRI Arcmap 10.3.X desktop software for those users who want to create custom maps.
- ESRI Arcmap 10.3.X runtime engine for those users who want to use Market Drive’s built in mapping features.
- NCSS for those users who want to use it to do their own statistical analysis.
- SAP Crystal Reports for users who want to use it to create custom reports.

### **Part 3 – Mutual Understanding of Conversion Services**

The Parties both agree that in order to successfully convert all required data without delay or additional cost:

1. The City will provide both data and documentation indicating where each piece of data to convert is located in a timely manner.
2. Assessment Technologies will provide the City with preliminary copies of the converted data as the conversion progresses.
3. The City will review and compare the converted data to the old system without delay and report any problems found to Assessment Technologies.

The Parties agree that the key to a successful conversion is to keep the process going and work together to find and fix errors in a timely manner.

The City assumes full responsibility for the quality and consistency of the final data converted. Assessment Technologies will take reasonable steps to correct errors and inconsistencies and will provide the City with a list of errors that were found but not corrected.

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## **Part 4 – Mutual Understanding of Installation Services**

Assessment Technologies will work with a City IT staff person designated by the City to install and configure the Market Drive™ Large Municipal Edition. The staff person will be capable of installing typical Windows desktop software, understands the City of La Crosse’s computer environment and is able to make configuration changes to user permissions, network configurations and SQL Server as needed.

## **Part 5 – Mutual Understanding of Training Services**

Assessment Technologies will provide, at the direction of the City, either onsite or remote training services on the operation of the Market Drive™ CAMA software to perform mass appraisal functions of a Wisconsin Assessor. When on-site training is elected, the City understands that it is responsible for the cost of travel (time, mileage, hotel, meals). Assessment Technologies will take reasonable steps to minimize travel cost.

It is understood that there will be a larger chunk of ‘up front’ training on the Market Drive™ software followed by ongoing phone and remote assistance. Both Parties acknowledge that lengthy training classes over a few days is less effective than shorter sessions over a longer period of time. Assessment Technologies will defer to the City as to how much training is needed and when.

If the City needs to cancel a scheduled training session, the City agrees to reimburse Assessment Technologies for travel costs already incurred.

## **Part 6 – Fees and Payment Schedule**

The City has agreed to pay Assessment Technologies the following:

1. Annual site license for the Market Drive Large Municipal Edition (year 1) .....\$37,398
2. Conversion of real estate data ..... (\$33,750 estimate) \$125/hour
3. Conversion of personal property data ..... (\$7,500 estimate) \$125/hour
4. Conversion of mobile home park data..... (\$7,500 estimate) \$125/hour
5. Onsite installation and data review (travel costs estimated) ..... (\$2,274 estimate) \$125/hour
6. Utility to import building permit data..... (\$1,250 estimate) \$125/hour
7. Five days training (travel costs estimated) ..... (\$9,162 estimate) \$125/hour
8. ‘Walk me through it’ phone and remote application support ..... (\$4,200 estimate) \$70/hour
9. Programmer support.....\$125/hour

The City agrees to remit payment within 45 days of receiving an invoice. Assessment Technologies will submit invoices to the City in the following manner.

- 40% of non-training items 1-5 above, upon signing of this SOW
- 40% of non-training items 1-5 above, upon final data conversion
- 20% of non-training items 1-5 above, upon system acceptance and demonstration of functionality as described in the Real Estate User Manual.

The cost for support and training will be invoiced monthly as the services are provided.

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The cost to license the Market Drive™ Large Municipal Edition in years 2 and beyond is estimated to be about \$11,967. The actual amount is determined by multiplying the number of licensed parcels by \$.75. A licensed parcel is an improved parcel that is not manufacturing or exempt.

The cost to license the Market Drive™ Large Municipal Edition in years 2 and beyond will be the lowest rate offered to any other Market Drive user of similar size.

### **Part 7 - Termination**

The City shall have the right to terminate this contract at any time provided such notice is given to Assessment Technologies in writing. The City agrees to reimburse Assessment Technologies for services delivered up until the point the written termination notice is received.

Any termination of the Agreement shall result in the immediate termination of this Schedule subject to the terms and conditions of the Agreement and this Schedule.

The termination of this Schedule shall be without prejudice to any rights of either party against the other, and such termination shall not relieve either party of any of its obligations to the other existing at the time of termination.

Upon termination, Assessment Technologies shall assist the City, at their request, with the extraction of assessment data into a non-proprietary format. The Market Drive™ software licensed to the City already has the ability to extract public data to a non-proprietary (XML) format using the public data distribution tool and to extract non-public data to a non-proprietary (Microsoft SQL Server) format via a data warehouse. Assessment Technologies will provide additional assistance as needed which will be billed at the then standard programmer rate. During any transition on termination of this Agreement, both Assessment Technologies and the City shall act in good faith with each other and cooperate in the orderly transfer of records.

### **Part 8 – Indemnification and Insurance**

Assessment Technologies agrees to defend and save harmless the City, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage, including but not limited to copyright or trademark infringement, brought or recovered against the City by reason of any negligent action or omission of Assessment Technologies, its agents, or employees and with respect to the degree to which the City is free from negligence on the part of itself, its employees and agents.

Assessment Technologies shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence. Assessment Technologies shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and Assessment Technologies shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Workers Compensation Act of Wisconsin and shall provide employer's liability insurance in the statutorily mandated amount.

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Upon the request by the City, Certificates of Insurance shall be supplied to the City by Assessment Technologies detailing the above coverage. A carrier authorized to do business within the State of Wisconsin will issue these certificates.

### **Part 9 – Miscellaneous Contract Provisions**

This SOW shall be governed by the laws of the State of Wisconsin. This SOW, together with the Market Drive Software and Associated Databases License Agreement (“License”) constitutes the complete and entire agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this SOW or License, executed by a duly authorized officer of Assessment Technologies and a duly authorized official of the City.

If any provision of this SOW or License shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole SOW or License, but the whole SOW or License shall be construed and enforced accordingly.

Notices required or made pursuant to this SOW or under the License shall be delivered to the following:

If to the City:

City Clerk  
400 La Crosse St  
La Crosse, WI 54601  
Email: [lehrket@cityoflacrosse.org](mailto:lehrket@cityoflacrosse.org)  
CC: City Assessor

If to Assessment Technologies:

Mr. Mike Grota, Member  
Assessment Technologies of WI, LLC  
N88 W16573 Main Street  
Menomonee Falls, WI 53031  
Email: [mike@wi-assessor.com](mailto:mike@wi-assessor.com)

**Assessment Technologies of WI, LLC**  
**Market Drive™**

**Part 10 - Acceptance**

By signing below, each party acknowledges that it has read this SOW and the Agreement to which it is attached, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this SOW. This SOW may not be modified or altered except by a written instrument duly executed by both parties.

FURTHER, each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this SOW, including City's authority to enter into an agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this SOW by each Party shall not violate, create or default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principles is a party or subject to.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

City:  
City of La Crosse  
400 La Crosse St  
La Crosse, WI 54601

Assessment Technologies:  
Assessment Technologies of WI, LLC  
N88 W16573 Main Street  
Menomonee Falls, WI 53051

Signature:

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Signature:



By:

\_\_\_\_\_

By:

Michael L. Grota

Title:

\_\_\_\_\_

Title:

President

Date:

\_\_\_\_\_

Date:

August 9, 2017