

A Quorum of the Common Council, Board of Public Works, Personnel Committee, Plan Commission, Redevelopment Authority, and other City bodies may attend this meeting, though no official action of these bodies will be taken.



ADMINISTRATION COMMITTEE MEETING AGENDA

Monday, February 16, 2026 at 6:30 PM

**First Floor Conference Rooms
100 Main Street, Menasha, WI**

or immediately following the Common Council meeting

A. Call to Order

B. Roll Call

C. Minutes to Approve

1. Administration Committee, 1/19/26

D. Discussion / Action Items

1. Update to Lodging License Categories and Fees
2. License and Software Maintenance Agreement Between the City of Menasha and Constructive Analytics, LLC for Several Software Programs - Not to Exceed \$9,000

E. Adjournment

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."



ADMINISTRATION COMMITTEE MINUTES

Monday, January 19, 2026 at 6:30 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER

Meeting called to order by Chair Eisenach at 6:00pm.

B. ROLL CALL

Present: Alds. Rand, Eisenach, Hale, Marshall, Grade, Ropella

Absent: Alds. Perkins, Lewis

Also Present: FD Sassman, DPW Merten, DDE Gordon, PHD Hutter, CDD Dane, PRD Sackett, PC Thorn, FC Teesch, CA Struve, Mayor Hammond, Clerk Snyder

C. MINUTES TO APPROVE

1. Administration Committee, 12/15/25

Motion by District 3 Alderperson Hale seconded by District 7 Alderperson Grade to approve. Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. Professional Services Agreement By and Between the City of Menasha and Engberg Anderson for Comprehensive Planning Services, Not to Exceed \$20,000

Motion by District 3 Alderperson Hale, seconded by District 6 Alderperson Marshall to approve.

Motion carried 6-0 on roll call.

Discussion considered the specific services provided through the professional services agreement and Engberg Anderson's expertise.

Staff advised on the comprehensive planning work managed by City staff.

E. ADJOURNMENT

Motion by District 3 Alderperson Hale seconded by District 6 Alderperson Marshall to adjourn the Administration Committee meeting at 6:37pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

MEMORANDUM

DATE February 10, 2026
 TO Menasha Administration Committee
 FROM Kristine Hutter, Public Health Director
 RE Request to Restructure Lodging License Categories and Increase Lodging License Fees

As an agent of the State for the WI Department of Agriculture, Trade and Consumer Protection (DATCP), the Menasha Health Department (MHD) Environmental Health Sanitarian conducts inspections of and issues licenses for lodging facilities in the City of Menasha, for which we collect an annual license fee. We must then reimburse DATCP a portion of our license fees following each license year at a rate set by the State. The Wis. Admin. Code Ch. ATCP 72 – Hotels, Motels and Tourist Rooming Houses was recently updated and is now in effect. Part of the comprehensive update to this chapter includes an update to the DATCP fees. The MHD’s reimbursement amount is based on both the DATCP fee for a particular license and the reimbursement rate.

Reimbursement rates are increasing by 1% each year over the next 3 years. In 2026, our reimbursement rate will be 13%, in 2027 it will be 14%, and in 2028 it will be 15%.

Due to the increase in the DATCP’s license fees for lodging and the increasing reimbursement rate, the MHD is requesting to increase our annual lodging license fees so we can maintain our level of revenue. We would also like to update our license categories to align with the DATCP categories. The Menasha Board of Health reviewed and approved the proposed changes during their meeting on February 4, 2026.

Current and Proposed Lodging License Categories and Fees

License Type	Current Menasha	2026 Proposed Menasha	DATCP
Bed & Breakfast	\$175.00	\$175.00	\$110.00
Tourist Rooming House – 1 unit	\$175.00	\$210.00	\$296.00
Tourist Rooming House – 2-4 units	-	\$335.00	\$450.00
Hotel/Motel – 5-30 rooms (30 or less)	\$250.00	\$280.00	\$350.00
Hotel/Motel – 31-99 rooms	\$350.00	\$380.00	\$450.00
Hotel/Motel – 100-249 rooms (100-199)	\$450.00	\$480.00	\$550.00
Hotel/Motel – 250-499 rooms (200+)	\$620.00	\$580.00	\$650.00

*Red text indicates additions/new. Text in () is the current category/type for Menasha.

Recommendation: Staff recommend to approve and forward to the Common Council the updated Lodging license categories and corresponding license fees as presented to be effective beginning April 1, 2026 for the 2026-2027 licensing year.



MEMORANDUM

Date: February 10, 2026

To: Administration Committee

From: Police Department, IT, City Attorney

RE: License and Software Maintenance Agreement between the City of Menasha and Constructive Analytics LLC (Not to Exceed \$9,000.00)

Constructive Analytics LLC currently provides software related services to the City of Menasha that improve productivity and safety for staff and enhance the services we provide our community.

Constructive Analytics LLC previously developed software programs to include: QMON, CADWATCH, TAWS, EZ PARK, RADAR LOVE, CashTag, LRMS2020, CAP Track, VMAN, Overnight Parking, and Parcon. These software programs have been and continue to be utilized by staff and our community on a daily basis for tasks such as event notifications to landlord/tenants (Elerts), Automation of overnight parking approval/denial process, vehicle/fleet maintenance and tracking, and other records management and efficiencies.

The attached Agreement has been reviewed by the Police Department, IT, and City Attorney. The Agreement outlines several provisions which are essential for maintaining the services provided and outlines several safeguards for the City of Menasha and Constructive Analytics LLC. The Agreement may be evaluated annually by both parties and if any changes are necessary, would require the Menasha Administration Committee and Common Council to review and approve.

At this time, it is necessary to enter into a License and Software Maintenance Agreement with Constructive Analytics LLC to maintain the high level of safety and efficiencies which these programs offer our staff and community.

RECOMMENDATION:

Staff recommend the Administration Committee forward the License and Software Maintenance Agreement between the City of Menasha and Constructive Analytics LLC (Not to Exceed \$9,000.00) to the Common Council for approval.

LICENSE AND SOFTWARE MAINTENANCE AGREEMENT

This License and Software Maintenance Agreement (“Agreement”), effective as of _____, “Effective Date”) is made between Constructive Analytics, LLC (“Service Provider”), a Wisconsin limited liability company with principal office located at 2800 E. Enterprise Ave STE 333 Appleton, WI 54913 and City of Menasha, a Wisconsin Municipal Corporation (“Service Recipient”). Service Provider will provide to Service Recipient the following services and a limited in time and use revocable license hereunder to use the following services (collectively, the “Services”):

1. **Description of Services.** Service Provider will provide Services to Service Recipient under a limited in time and use revocable license (the “License”) as said Services relate to QMON, CADWATCH, TAWS, EZ Park, Radar Love, CashTag, LRMS2020, CAP Track, VMan, Over Night Parking, and Parcan (“Software”), software programs developed by Service Provider, which is the sole and exclusive copyright and intellectual property right of Service Provider (“Intellectual Property”). The purpose of QMON and CADWATCH is to provide access to data stored in the Reporting Data Warehouse (RDW) of the Motorola PremierOne CAD System. Service Provider will provide the following Services:

Adaptive Maintenance.

- a. If Motorola makes changes to its database or the format in which it provides data to the Reporting Data Warehouse, Service Provider will update any and all Software program’s source code (“Code”), as necessary, to accommodate those changes and maintain current functionality to the extent it is possible, and Service Provider shall be given a commercially reasonable period to make such changes to the Code.
- b. In the event Service Provider updates source code as a result of (a) above, Service Provider will provide Service Recipient with that updated Code for Service Recipient’s use in accordance with the terms of this Agreement, subject to Sections 2, 3 and 4 below.

Corrective Maintenance: If Service Provider determines that a bug, error or similar malfunction in the Code has been discovered, Service Provider will update the Code to repair any bug, error or similar malfunction to maintain current functionality. In the event Service Provider updates the Code hereunder, Service Provider will provide the updated Code for Service Recipient’s use in accordance with the terms of this Agreement, subject to Sections 2, 3 and 4 below.

Notification and Support: Service Provider will perform maintenance and support obligations in a professional and workman like manner consistent with industry standards to resolve defects. Service Provider will maintain an active email account for Service Recipient to utilize and will provide an initial response within 48 normal business hours.

Exclusions. The following are excluded from the term Services and will not be provided by Service Provider as part of this Agreement:

- a. Service Provider will not be responsible for maintaining a data connection to remote databases.
- b. Occasional anomalies discovered in the data handled by the Software program(s) or provided to the Software program(s) by PremierOne and which does not present to the Software program(s) as expected or anticipated shall not be deemed a bug, error or similar malfunction. Service Provider shall not be responsible, liable or required under this Agreement to cure the same. In such event, Service Provider/Recipient shall cease using the Software program(s), this Agreement shall immediately terminate, and any license to use the Software program(s) shall be revoked.

Service Recipient's Acknowledgement. Service Recipient acknowledges that Service Provider has no control over Service Recipient, and Service Recipient may electronically disable, or take some other voluntary or involuntary action or omission that disrupts or disables the ability of the Software program(s) to function. Service Recipient also may incur further damages, malfunctions in its systems or business interruption, and Service Recipient shall release Service Provider from any and all responsibility, liability or duty to upgrade or cure the inability of the Software program(s) to function due to the acts or omissions of Service Recipient ("Disruption Event"). Furthermore, Service Recipient irrevocably releases and holds harmless Service Provider for and from any and all loss, damages, costs, claims and liabilities of any nature whatsoever, whether direct or indirect, consequential, incidental, special or punitive damages and all attorneys' fees and expenses incurred by Service Recipient in the case of a Disruption Event. A Disruption Event is deemed a basis for immediate termination of the Agreement, and Service Recipient shall immediately cease use of and return to Service Provider, to the extent possible, all software and Code, which remains the Intellectual Property of Service Provider pursuant to Section 2 below.

2. **No transfer of right, title, license or interest.** By making available the Software program(s) and/or other Code under this Agreement and License, Service Provider is not granting, conveying, transferring or selling, whether directly or indirectly, expressly or implicitly, to Service Recipient any right, ownership, title, except a limited in time and use, revocable license (the "License") in accordance with the terms of this Agreement, in Service Provider's Software program(s) and Code, which shall remain the sole, exclusive intellectual property, patents, and copyrights of Service Provider (collectively, "Intellectual Property"). All such Intellectual Property is subject to the License for the contract period in which it is to be used by Service Recipient during the Term of this Agreement. Immediately upon termination or expiration of this Agreement, the License hereunder is revoked and Service Recipient must cease using Service Provider's Intellectual Property, disable, delete and/or return the same, to the extent possible, to Service Provider.
3. **Access Data and Computer.** On request, Service Recipient will provide Service Provider with printouts of the Software program(s) or data in storage that exhibits evidence of a suspected programming error in the Software program(s) or Code. Service Recipient further agrees to provide Service Provider with access to sufficient and commercially reasonable computer time to enable Service Provider to duplicate the error, determine that it directly results from Service Provider's Software programming error, and, if so, allow Service Provider the opportunity to take corrective action to cure the error, determine that the problem has been resolved, at no loss or extra cost, expense or charge to Service Provider. If required for Service Provider to gain access to Service Recipient's computer systems for bug diagnoses, debugging, development, monitoring or any other reason hereunder, Service Recipient agrees that it shall consider providing at its own cost a separate Virtual Private Network (VPN) connection as needed and requested by Service Provider, so long as such access is approved by the Service Recipient Department Head that oversees the IT Department.
4. **Term and Termination.** This Agreement is effective as of the Effective Date and shall expire, along with all Services, Licenses, and/or software access, one (1) year to the day from the Effective Date on _____, (the "Term"), unless Service Recipient provides sixty- (60)-days' prior written notice before the end of the Term or then existing Renewal Term that it would like to renew this Agreement for another one- (1)-year period ("Renewal Term"). This Agreement may only be terminated by a Party for Cause (the "Defaulting Party") under this Section 4 or as otherwise expressly stated in this Agreement. "Cause" for purposes herein include, without limitation, the Defaults as defined in Section 11 as well as the following:
 - a. The Defaulting Party, whether voluntarily or involuntarily, enters into bankruptcy proceedings or receivership, or is deemed by the other Party to be insecure or unable to pay

its creditors, and meet other financial obligations or has made assignments or conveyances to the benefit of creditors.

- b. By the Service Provider, if there is a material breach or threat of material breach of any provision of this Agreement by Service Recipient or breach of any warranty, including without limitation, (i) failure to pay Service Provider when payment is due; (ii) Service Recipient, or any of its officers, employees or third parties intentionally or negligently disabling the Services, with or without notice to Service Provider, and (iii) such disabling of Services results in temporary or permanent damage to Service Recipient's computer systems, in such case Service Provider has no obligation to cure but may, at its option, attempt to cure. All costs to cure shall be borne by Service Recipient. In the event of Termination under Sections 4(a) and (b), Service Provider has no further obligations or liabilities to Service Recipient, including any duty to repair or replace Services (which is at Service Provider's sole option), and Service Recipient shall bear all costs, liabilities or expenses associated with the damage to its computer and engaging any third party or Service Provider to fix or cure such damages, including without limitation any attorneys' fees, costs or expenses. If Service Provider elects to cure its software and Code to meet the needs of Service Recipient, it shall be entitled to a just, mutually agreed upon compensation for doing so.
 - c. By the Service Recipient, if Services are defective or non-conforming in workmanship (due to intentional or grossly negligent acts or omissions of the officers, employees or agents of Service Provider directly and solely rendering the Services defective or non-conforming); provided Service Provider is not able to cure any defects or non-conformities within a commercially reasonable time once given written notice by Service Recipient of a description and the nature of such defects or non-conformities. Service Recipient's remedy for such defects or non-conformities is solely repair or replacement by Service Provider as provided in Paragraph 13, and, in any event, shall not exceed the costs paid by Service Recipient for the Services hereunder.
 - d. The failure of Service Recipient to appropriate sufficient funds in any year covered by this Agreement, for any reason, will automatically terminate this Agreement.
5. **Proprietary Rights.** Service Recipient acknowledges and agrees that all corrected or replacement software, Code and associated documentation remain the sole and exclusive Intellectual Property of Service Provider. Service Recipient further agrees that corrected or replacement software and associated documentation shall be delivered by Service Provider only after Service Recipient executes a subsequent limited license agreement with provider governing its use, unless Service Provider, at its option, waives this requirement for execution of a subsequent license agreement.
6. **Modifications by Service Recipient Excluded.** Service Provider shall not be obligated to provide Services pursuant to this Agreement with respect to any modifications of its Intellectual Property made by Service Recipient or any third party on behalf of Service Recipient, or to any computer program incorporating all or any part of such Intellectual Property, without Service Provider's written consent. Unauthorized alteration or modification of Service Provider's Intellectual Property is grounds for immediate termination of this Agreement. If Service Provider corrects defects or problems attributable to errors made by Service Recipient or corrections or modifications made by a third party, Service Recipient agrees to pay Service Provider for said services at Service Providers then-current standard rates for time and material as set out at Section 8(c) below.
7. **Fees and Payment for Limited License and Services.** In consideration of the Services to be performed by the Service Provider and the limited in time and use revocable license (the "License") granted hereunder to the use of the Software program(s) for so long as the Agreement is in effect, Service Recipient agrees to compensate Service Provider as follows:

- a. Compensation. The fee due for Services and the License provided by Service Provider under this Agreement shall be \$9,000.00 annually for each 1-year Term or Renewal Term, payable within thirty (30) days of the Effective Date of this Agreement or of the date of renewal of this Agreement. The License permits more than one user of the Services, as may be determined by Service Recipient and approved by Service Provider. This license and service fee shall not increase more than 5% from the previous year.
 - b. All Compensation by Service Recipients Is Made Payable to:

Constructive Analytics, LLC
PO BOX 325
Menasha, WI. 54952
 - c. Fees for Additional Services. Any additional services not specified in this Agreement and provided by Service Provider to Service Recipient ("Additional Services") will be charged on an hourly rate basis at Service Provider's standard hourly rate of EIGHTY-FIVE AND 00/100 DOLLARS (\$85.00) per hour. All out of pocket expenses will be charged to Service Recipient for Additional Services. All payments due under this Section 8(c) shall be paid within thirty (30) days of the date of Service Provider's invoice.
8. **Taxes.** Service Recipient shall be responsible for all sales or use taxes or any other taxes, fees, or duties imposed by federal, state, local, or other governments or governmental entities on or with respect to the Services rendered or products provided by Service Provider pursuant to this Agreement.
9. **General Warranty; Waiver of Warranties; Limitation of Liability.** Service Provider shall provide the Services and its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Service Provider's community and region, and will provide a standard of care equal or superior to those used by other providers similar to Service Provider on similar projects. Unless expressly stated herein, Service Provider shall not be liable to Service Recipient or anyone claiming by, through, or under Service Recipient for any error of judgment, or mistake of law or for any loss, or any claim whatsoever, except a loss resulting from willful malfeasance, bad faith or gross negligence on the part of Service Provider. SERVICE PROVIDER MAKES NO ADDITIONAL WARRANTIES WITH RESPECT TO THE SERVICES OR PRODUCTS SOLD HEREUNDER, WHETHER EXPRESS OR IMPLIED. ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY THAT THE SERVICES OR PRODUCTS ARE FIT FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES NOT EXPRESSLY STATED HEREIN ARE HEREBY DISCLAIMED.
10. **Limitation of Liability.** Subject to any limitations contained in Sec. 893.80 and any similar statute of the Wisconsin Statutes, notwithstanding any other provision of this Agreement, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SERVICE PROVIDER AND SERVICE PROVIDER'S OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS TO SERVICE RECIPIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THE SERVICES OR PRODUCTS PROVIDED BY SERVICE PROVIDER, AS PERMITTED BY THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY SERVICE PROVIDER FROM SERVICE RECIPIENT. NOTWITHSTANDING ANY OTHER PROVISION, SERVICE PROVIDER AND SERVICE PROVIDER'S OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE TO SERVICE RECIPIENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER OR SERVICE RECIPIENT'S ATTORNEYS' FEES, COSTS AND EXPENSES FOR ANY REASON.

11. **Default.** In addition to any circumstances described in any other provision of this Agreement, including but not limited to Section 4., the occurrence of any of the following shall constitute a “Material Default” under this Agreement resulting in immediate termination of the Agreement:

- a. Service Recipient’s failure to make a payment when due;
- b. The insolvency or bankruptcy of either Party;
- c. The subjection of any of either Party’s property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency;
- d. The failure to make available or deliver Services timely and in a manner provided for in this Agreement; and
- e. Any other Material Default or breach of the terms hereof or any breach of warranty of a Party to the extent that the Defaulting Party has not cured such breach within a commercially reasonable period, not to exceed sixty (60) days.

12. **Remedies.**

- a. **Service Provider’s Remedy.** In addition to any and all other rights Service Provider may have available according to law or in equity, if Service Recipient defaults by failing to substantially perform any provision, term or condition of this Agreement, or as set forth in Section 7 (including without limitation, the failure to make a monetary payment when due), Service Provider may immediately terminate the Agreement by providing written notice to Service Recipient, subject to the following: (1) This notice shall describe with sufficient detail the nature of the default; (2) Service Recipient shall have fifteen (15) business days from the date of such notice to cure the default(s); and (3) Unless waived by Service Provider, the failure to cure the default(s) within such time shall result in the automatic termination of this Agreement or suspension of Services until cure is effected, at the sole discretion of Service Provider. Notwithstanding the foregoing, in addition to any other right or remedy provided by law or equity, if Service Recipient fails to pay for the Services when due, Service Provider has the option to treat such failure to pay as a material breach of this Agreement, and may terminate, cancel and rescind this Agreement and seek all other adequate and available legal and equitable remedies.
- b. **Service Recipient’s Sole Remedy.** In addition to any and all other rights Service Recipient may have available according to law or in equity, if Service Provider defaults by failing to substantially perform any provision, term or condition of this Agreement, Service Recipient may immediately terminate the Agreement by providing written notice to Service Provider, subject to the following: (1) This notice shall describe with sufficient detail the nature of the default; (2) Service Provider shall have fifteen (15) business days from the date of such notice to cure the default(s); and (3) Unless waived by Service Provider, the failure to cure the default(s) within such time shall result in the automatic termination of this Agreement or suspension of Services until cure is effected, at the sole discretion of Service Recipient.

13. **Force Majeure.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond a Party’s reasonable control, and if the Party that is unable to carry out its obligations provides the other Party prompt written notice of such events, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event (“Force Majeure”). The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, for strikes, lockouts, work stoppages, or other labor disputes, or supplier failures. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Any act or omission

shall be deemed within the reasonable pitfall of a Party committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

14. **Insurance.** Prior to commencing Services, Service Provider, at its costs and expense, shall furnish Service Recipient with a Certificate of Insurance indicating proof of the following insurance from insurer's licensed in the State of Wisconsin:

- a. Workers' Compensation. Amounts as required by law plus Employers' Liability Insurance, with a limit of not less than \$100,000 per incident.
- b. Comprehensive or Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for bodily harm or property damage. This insurance shall include but not be limited to, the following coverages: (i) Premises—Operations; (ii) Products and Completed Operations; (iii) Broad Form Property Damage; (iv) Contractual coverages; and (v) Personal injury.
- c. Automobile Liability. \$1,000,000 for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
- d. Professional Liability Insurance, to the extent applicable with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Service Provider's work performed under this Agreement. This Professional Liability coverage must be kept in full force for a period of six (6) years after the services have been accepted by the Service Recipient.
- e. Umbrella Liability. One Million (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's liability, Commercial General Liability, and Automobile Liability.
- f. Certificate of Service. The Certificate of Insurance shall list the Certified Holder as an "Additional Insured" at the following address:

Service Recipient:

City of Menasha, 100 Main Street, Suite 200, Menasha, Wisconsin 54952

Attn: Jennifer Sassman, Finance Director (Department Head for IT Department)

- g. Such insurance shall include, under the General Liability Policies, the Service Recipient, its employees, elected officials, officers, representatives and members of its boards and/or commissions as "Additional Assureds." Such Certificate of Insurance shall include a thirty-(30) day written notice prior to cancellation or material policy change, which notice shall be given to Service Recipient at the above address. All of the coverages, limits, and conditions are required unless waived in writing by the Services Recipient's insurance officer.

15. **Discrimination.** During the Term of this Agreement, Service Provider agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or any applicant for employment on the basis of race, religion, sex, handicap, national origin, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay or any other form of compensation. The Service Provider agrees to post in conspicuous places, available to all employees and applications for employment, notices setting forth the provisions of this Section 16 and Section 17 as they relate to affirmative action and nondiscrimination.

16. **Affirmative Action.** Service Provider may be required, at the request of Service Recipient, to file an Affirmative Action Plan with the Service Recipient if the Service Provider receives \$10,000 in annual aggregate contracts or other such consideration of comparable work, and the Service Provider

has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the Effective Date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement.

17. **Equal Opportunity Employer.** Service Provider shall, in all solicitations for employment placed on Service Provider's behalf, state that Service Provider is an "Equal Opportunity Employer."
18. **Compliance Information.** Service Provider agrees to permit Service Recipient the right to inspect, during normal business hours and upon forty-eight (48) hours' prior notice, all information and reports required by the Service Recipient as they relate to affirmative action and nondiscrimination, which may include any books, records or accounts deemed appropriate to determine such compliance.
19. **Service Provider's Legal Status.** Service 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 or limited liability company, that the name and address of the Service Provider's registered agent is as set forth opposite the heading REGISTERED AGENT below. Service Provider shall notify Service Recipient immediately, in writing, of any change of its registered agent, his or her address, and the Service Provider's legal status.
20. **Assignment.** This Agreement is personal to both Parties and neither shall assign any interest, right or obligation in this Agreement, nor shall any Party transfer any interest, right or obligation, whether by assignment or novation, without the prior written consent of the non-assigning Party, which shall not unreasonably be withheld.
21. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, digital or non digital, concerning the subject matter of this Agreement. This Agreement supersedes any prior and contemporaneous written or oral agreements between the Parties not stated herein.
22. **Binding Effect.** This Agreement shall bind and benefit the parties and their respective personal and legal representatives, heirs, successors and permitted assigns.
23. **Notice.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth below or to such other address as one party may have furnished to the other in writing.

To Service Provider:
Constructive Analytics, LLC
PO BOX 325
Menasha, WI. 54952

To Service Recipient:

City of Menasha
Attn: Jennifer Sassman, Finance Director (Department Head for IT Department)
100 Main Street, Suite 200
Menasha, Wisconsin 54952

24. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

25. **Independent Contractor.** Each Party acknowledges that each is an independent contractor in relation to the other, and is neither an agent, partner, joint-venturer, employee nor employer of the other Party in the performance of this Agreement. More specifically, Service Provider is not acting in any capacity as an employee of Service Recipient under this Agreement even though the case may be that the Sole Member of Service Provider is individually employed by Service Recipient as an employee. Even if such is the case, Service Recipient is not acting as an employer of Service Provider, and Service Provider is an independent contractor under this Agreement. The provisions in relation to Service Provider retaining all of its Intellectual Property created and owned by Service Provider to be used, developed or in relation to this Agreement shall be fully enforced as between the Parties as provided in this Agreement. One Party shall have no authority to bind or otherwise obligate the other Party in any manner, nor shall a Party represent to anyone that it has a legal right to do so.
26. **Assignment.** Neither Party may assign or transfer this Agreement without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.
27. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin, exclusive of Wisconsin's conflict of laws provisions. Any and all claims, questions or disputes regarding the interpretation, performance and enforceability of this Agreement, the rights and remedies of the Parties hereunder, and all related actions or counterclaims shall be initiated and or prosecuted exclusively in Winnebago County Circuit Court, Oshkosh, Wisconsin. The Parties further agree to submit to the jurisdiction of said courts.
28. **Severability.** Each provision of this Agreement shall be considered severable, and, if for any reason any provision or provisions of this Agreement are determined to be invalid and contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid, or the application of such provisions in situations in which they are not invalid.
29. **Authority.** Each Party warrants to the other Party that it has the authority to enter into this Agreement and that all necessary corporate or other approvals have been or will be obtained.
30. **CJIS Requirements.** In performing obligations under this Agreement, the Parties shall comply with all applicable security and confidentiality requirements, including but not limited to the FBI Criminal Justice Information Services (CJIS) Security Policy, Version 6.0.0. Each Party shall maintain a security posture sufficient to protect Criminal Justice Information (CJI) and Personally Identifiable Information (PII) against unauthorized access, disclosure, or compromise. Each Party acknowledges that access to CJI, PII, and any other protected information under this Agreement imposes strict obligations of confidentiality and security. The Parties shall implement and maintain administrative, technical, and physical safeguards that meet or exceed the requirements set forth in the CJIS Security Policy, the CJIS Management Control Agreement, and all applicable federal, state, and local laws and regulations. All protected information shall be accessed, used, stored, transmitted, and destroyed solely for purposes authorized under this Agreement, utilizing minimum necessary access and adhering to the principle of least privilege. Encryption shall be applied to all protected data at rest and in transit. Access to protected information shall be restricted to personnel who have successfully completed background screening and have received security awareness training compliant with CJIS Security Policy standards within six (6) months of assignment and annually thereafter. Any costs for said training shall be borne by Service Recipient. Each Party shall promptly report any actual or suspected unauthorized access, use, disclosure, or breach of protected information to the other Party and to any applicable authorities, and shall cooperate fully in any related investigation, mitigation, and remediation efforts. Unauthorized access, use, or disclosure of protected information shall constitute a material breach of this Agreement and may result in immediate termination, civil damages, criminal penalties, and any other remedies available at law or in equity.

[Signatures on following page]

IN WITNESS WHEREOF, Service Provider and Service Recipient have executed and delivered this Agreement on the date first above written.

Service Provider:

CONSTRUCTIVE ANALYTICS, LLC

By: Nick Oleszak, Registered Agent

Service Recipient:

CITY OF MENASHA

By: Austin Hammond, Mayor

And: Kaija Snyder, City Clerk

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this contract.

By: Jennifer Sassman, City Comptroller

Approved as to Form:

By: Margaret J. Struve, City Attorney