



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 03/28/19

Amended* Post Date:

The following documents are included in the packet for the Parks Commission meeting on April 1, 2019:

- 1) *Amended Agenda
- 2) Boat Launch Terminal Contract Information



**GREEN LAKE COUNTY
OFFICE OF THE COUNTY CLERK**

*Elizabeth Otto
County Clerk*

*Office: 920-294-4005
FAX: 920-294-4009*

***Parks Commission
Special Meeting Notice***

***Date: April 1, 2019 Time: 4:15 PM
Location: Government Center, County Board Room, 571 County Road A, Green Lake WI***

Amended AGENDA*

**Committee
Members**

*Vicki Bernhagen
William Boutwell, Chair
Todd Morris
Vonn Roberts
Michael Shattuck
Jerry Specht, Vice-Chair
Curt Talma*

Elizabeth Otto, Secretary

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. Discussion and Approval of Boat Launch Terminal Contract
5. Information Regarding DNR Trail Partners Annual Meeting
6. *Discussion and approval of endorsement and support for Phase 2 of the Green Lake-Ripon Multi Use Path
7. Committee Discussion
 - Future Meeting Dates: May 6, 4:30PM
 - Future Agenda items for action & discussion
8. Adjourn

Kindly arrange to be present, if unable to do so, please notify our office. Sincerely, Elizabeth Otto, County Clerk

Please note: Meeting area is accessible to the physically disabled. Anyone planning to attend who needs visual or audio assistance, should contact the County Clerk's Office, 294-4005, not later than 3 days before date of the meeting.



Date: 7/1/2019
 Quote #: MW05012019
 Exp. Date: 7/31/2019

The Next Generation in Parking

IPS Group, Inc
 7737 Kenamar Court
 San Diego, CA 92121
 Michael Wilson
 p. 858-371-2028
michael.wilson@ipsgroupinc.com

Green Lake County
 571 County Road A
 Green Lake, WI 54941
 Harley Reabe
 p. 920-294-4031
hreabe@co.green-lake.wi.us

Salesperson	Contract	Shipping Method	Payment Terms
MW	NCPA	Ground	Net-45

Qty	Item #	Description	Unit Price	Line Total
		<u>SURFACE LOT MS1'S and PERMIT FEE</u>		
2		MS1 (Pay-by-plate)	\$6,000.00	\$12,000.00
		Sub-Total:		\$12,000.00
		<u>SURFACE LOT MS1 - SPARE PARTS</u>		
1		(OPTIONAL) Pay-by-plate Alphanumeric Keypad Assembly (767-019)	\$175.00	\$175.00
1		(OPTIONAL) 1x6- Horizontal Keypad Complete Assembly (810-002)	\$69.00	\$69.00
1		(OPTIONAL) MS1 Card Reader Assembly (767-032)	\$135.00	\$135.00
1		(OPTIONAL) Multi-Space Tandem/Dual Pack Battery Backup (767-622-2P)	\$300.00	\$300.00
1		(OPTIONAL) Thermal Printer (800-654)	\$615.00	\$615.00
1		(OPTIONAL) Main Operating Board (with LCD and modem) (800-001)	\$749.00	\$749.00
1		Shipping		TBD
		Sub-Total:		\$2,043.00
		<u>*BUDGETED Recurring Meter Fees:</u>		
2		MSPM - Monthly Fees, Reports and Communication (per meter) - SEASONAL FEE (6-Months)	\$50.00	\$100.00
		Gateway Fee (Per Credit card Transaction)	\$0.13	
Sub Total				\$12,000.00
Sales Tax				TBD
TOTAL:				\$12,000.00
Monthly Fees				\$100.00

Price Sheet prepared by: Michael Wilson, Director Regional Sales
 Per meter / per Transaction - Secure Credit Card Gateway Fee: \$ 13
 All Recurring fees combined, per meter / per pole, average 7% per month



SMARTER PARKING
SMART CITIES.

May 1, 2019

GREEN LAKE COUNTY, WI – ENFORCEMENT SOLUTION

ENFORCEMENT MANAGEMENT SYSTEM

EMS	UNITS	IPS FLAT FEE
Mobile Enforcement App (Able to enforce Multi-space meters). NOTE: City is using their own Android Phones with its data plans and own citation writer	Per Unit / Per Month	\$100

Includes:

- ✓ Software Application downloaded on Green Lake County's own Android devices

To accept this Quotation, sign here and return:

NAME:

DATE:

**AGREEMENT TO TRIAL PARKING METER
EQUIPMENT AND RELATED SERVICES**

This Agreement To Trial Parking Meter Equipment And Related Services

("Agreement") is made effective May 1, 2019 (the "Effective Date"), by and between Green Lake County, 571 Country Rd A, Green Lake, WI 54941 (the "County"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), collectively (the "parties") with reference to the following:

RECITALS

WHEREAS, the County desires to contract with IPS to perform a parking technology field test within the County using the IPS Parking Equipment and related services listed in Attachment A;

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of sixty (60) days ("Initial Term").
- 1.2. **Option to Extend.** County shall have the option to extend the term of the Agreement for additional thirty (30) day increments, with the mutual written agreement of both parties.

2. IPS Services.

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Attachment A.

3. County Services & Responsibilities. The County agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.
- 3.2. Designate a representative authorized to act on behalf of the County.
- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order.
- 3.4. Notify IPS of any need for warranty repair work and will coordinate the return process with IPS.
- 3.5. Provide first line of preventative maintenance for all meter mechanisms for the term of this Agreement.
- 3.6. Use the Equipment in the proper manner and shall comply with and conform to all

national, state, and local laws and regulations in any way relating to the possession, use or maintenance of the equipment.

- 3.7. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a County designated third party provider.

4. Equipment Delivery and Installation.

- 4.1. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed.
- 4.2. Coordinated installation of all Equipment will take place during standard business hours.
- 4.3. County staff, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted at the time of installation of the Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. Compensation

- 5.1. The County will compensate IPS for IPS Equipment and Software, as set forth in Attachment A
- 5.2. County further agrees to pay to IPS the amounts specified in Attachment A on a Net 30 basis from the date of invoice.
- 5.3. County agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within 10 business days after receipt of the invoice shall be deemed accepted by the County.
- 5.4. Pricing shall remain fixed during the Initial Term after the effective date of this Contract. After this initial period, IPS shall have the right to adjust Contract pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. County Average, and will not exceed 3% compounded annually.

6. Warranties.

- 6.1. IPS shall provide a full 12-month warranty on all equipment as described in Attachment A, IPS Limited Warranty, on all Equipment. Extended warranties are available for an additional fee.
- 6.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS shall provide on-site technical support within 24 hours Mondays through Fridays from 8:00 AM to 4:00 PM. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services.

- 6.3. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk shall pass to County upon delivery. Transfer of title to Equipment shall pass to County upon payment.
- 6.4. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

7. Intellectual Property and Confidential Information.

- 7.1. The County exclusively and solely owns all County Data and the intellectual property therein. IPS further agrees to execute any documents necessary for the County to perfect, memorialize, or record the County's ownership rights in County Data. For purposes of this Agreement, "County Data" means all intellectual property of the County, including but not limited to occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.
- 7.2. IPS may not provide or disclose any County Data to any third party without the County's prior written consent.
- 7.3. Any subcontract entered into by IPS relating to this Agreement, to the extent allowed hereunder, must include a like intellectual property provision to ensure that the County's ownership rights in County Data are preserved and protected as intended in this Agreement. Failure of IPS to comply with this requirement or to obtain the compliance of its subcontractors with such obligations constitutes a breach of this Agreement and will subject IPS to damages paid to the County and the imposition of all sanctions allowed by law, including but not limited to termination of this Agreement.
- 7.4. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the County.
- 7.5. IPS hereby grants the County, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "County") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the County.

- 7.6. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by IPS and provided to the County ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS Pre-Existing and Independently Developed IP.
- 7.7. IPS understands the nature of public information and the requirement for the County to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. However, the County also understands that the IPS Equipment and Software contain intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the County agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by IPS for the purposes of reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law.
- 7.8. The provisions of this Section will survive expiration or termination of this Agreement.

8. Dispute Resolution.

- 8.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the County and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

9. Termination of Agreement.

9.1. If either the County or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the “responsible party”) written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

10. Insurance.

10.1. IPS will provide original certificates of insurance providing evidence of coverage, and, where warranted, naming the County of Green Lake as an additional insured for the following and with the following minimum limits:

10.1.1. Worker’s compensation – Statutory

10.1.2. Comprehensive General Liability and Automobile Liability -- \$1 million combined single limit applying to bodily injury, personal injury and property damage. These policies shall be endorsed to name the County, its officers, elected and appointed officials, employees, contractors and agents as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

10.1.3. Professional Liability (errors and omissions) -- \$1 million per claim and aggregate.

10.2. No policy shall be cancelable without thirty (30) days advance notice, (10) days’ notice for non-payment of premium, to the County of Green Lake and each policy shall be in a form approved by the County Attorney. In the event that the policy is cancelled prior to the completion of the project, the County of Green Lake may obtain the required insurance and deduct the premiums from the payments due in terms of the Agreement.

10.3. If the policy is a “claims made” policy, Insurance must be maintained and evidence of insurance must be provided up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein.

10.4. As used herein, the term “IPS” includes any administrative sub-contractor, sub-consultant, agent, officer, or employee.

11. Defense and Indemnification.

11.1. IPS agrees to defend and indemnify County, its County Council, boards and commissions, officers, agents, and employees (collectively, the “Indemnified Parties”) from and against losses, claims, expenses (including, but not limited to,

reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties.

- 11.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by County; (b) County changed, modified or altered the services rendered or tasks performed by IPS such that, absent County's actions, no such claims would have been brought against IPS and/or County; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with County's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 11.3. In order for County to obtain the indemnification from IPS specified herein, County must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to IPS in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without County's prior written consent, unless all third party claims against County are released without any further liability on County's part. This paragraph shall survive the termination or expiration of this Agreement.
- 11.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 11.5. Limits of Liability: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS

AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN THIS AGREEMENT.

12. Liens and Taxes.

12.1. County shall keep the parking meter equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. County shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

13. Notices.

13.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:	County:
IPS Group, Inc.	Green Lake County
7737 Kenamar Court.	571 County Road A
San Diego, CA 92121	Green Lake, WI 54941
Attn: Chad Randall	Attn: Catherine J. Schmit
chad.randall@ipsgroupinc.com	Email: cschmit@co.green-lake.wi.us
Tel: 858-568-7609	Tel: 920-294-4031

14. Relationship of the Parties.

14.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

15. Assignment.

15.1. Should the County enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the County has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

15.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of County, which shall not be unreasonably withheld.

16. General Provisions.

- 16.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.
- 16.2. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.
- 16.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.
- 16.4. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.
- 16.5. Governing Law. This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of Wisconsin, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.
- 16.6. Venue and Jurisdiction. The County and IPS agree that the venue shall be the Circuit Court Green Lake County or the United States District Court for the Eastern District of Wisconsin as appropriate. Any litigation arising out of this Agreement may only be brought in this Court. The parties agree that venue exists in this Court and each party expressly waives any right to transfer to another venue. The parties further agree that this Court will have personal jurisdiction over the parties.
- 16.7. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by

earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.

- 16.8. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 16.9. Authorization. Both Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind each Party to each and every term, condition, and obligation of this Agreement and that all requirements of each Party have been fulfilled to provide such actual authority.
- 16.10. Binding Document. The County and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 16.11. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 16.12. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.
- 16.13. Nothing contained within this Agreement is intended to be a waiver or estoppel of the parties' or their insurers' right to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52 and 345.05.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

COUNTY
GREEN LAKE COUNTY

CONTRACTOR:
IPS GROUP, INC.,
a Pennsylvania corporation

By: _____

By: _____

Printed Name: CATHERINE J. SCHMIT

CHAD P. RANDALL
Chief Operating Officer

Title: County Administrator

ATTACHMENT A

SCOPE OF SERVICES / PRICING

IPS Product	Qty	Units	Unit Price
MS1	2	Each	N/A trial
MS1 Off-street on-going fees after trial period	2	Per unit per month	\$25.00
MS1 Off-street Gateway Fees		Per transaction	\$0.13
Rental Fee for extended MS1 Additional 30-days	2	Per unit / per month	\$20.00

NOTE: All pricing does not include any required permits or applicable state or local taxes that are required to be paid by the County currently or in the future.

As part of this Agreement, Green Lake agrees to pay for 1-day of Travel & Living at a cost of \$900 immediately after the installation of the IPS Pay Stations, as part of the agreement for IPS to Ship and Install two (2) MS1 pay Stations. This install will occur only after the required Cement Foundation for each is in place and that is the responsibility of Green Lake.