

KENOSHA JOINT SERVICES

PUBLIC SAFETY SUPPORT SERVICES

Sheriff • Police • Fire • EMS

1000 55th Street • Kenosha, WI 53140 Website: www.kenoshajs.org • Phone: (262) 605-5050

AGENDA

KENOSHA JOINT SERVICES BOARD MEETING

Kenosha County Safety Building, 1000 55th Street • Kenosha, WI

Kenosha Joint Services Training Room 1216

March 28, 2023 • 4:30 P.M.

- I. Call to Order
- II. Roll Call
- III. Citizen Comments
 - a. Documents: Guidelines for Citizen Comments at Kenosha Joint Services Board Meetings
- IV. Approval of Minutes from Open and Closed Sessions February 28, 2023
- V. Joint Services Report
 - a. Director's Report
 - b. Administration
 - c. Communications
 - d. Records
 - e. Fleet Maintenance
 - f. Evidence/Identification
 - g. Information Technology
 - h. Overtime Report
 - i. Financial Statements
- VI. Items for Board Review and Action
 - a. Financial Audit
 - i. Status Update
 - b. ERP (Enterprise Resource Planning) Replacement Project
 - i. Status Update
 - c. Wage & Compensation Study
 - i. Status Update
 - d. Joint Services Policy Manual Update
 - i. Disposal of Scrap and Recyclable Materials
 - ii. Discussion and Possible Action
 - e. Request to Approve
 - i. MOU Salem Lakes Fire & Rescue and Kenosha Joint Services
 - 1. New World Systems CrewForce
 - a. Discussion and Possible Action
 - f. Extension of Contract with Comsys, Inc.
 - i. Discussion
 - g. 2022 Additional Year End Budget Amendments
 - i. Discussion and Possible Action
 - h. Member at Large
 - i. Status Update
- VII. Board Member Comments
- VIII. Adjournment

KENOSHA JOINT SERVICES BOARD February 28, 2023

The Kenosha Joint Services Board meeting was **Called to Order** at 4:30 p.m. by Chairperson Monica Yuhas in the Joint Services Training Room located in the Kenosha County Public Safety Building.

The *Members in Attendance* were Chairperson Monica Yuhas, Chief of Staff Tami Rongstad, Police Chief Patrick Patton, County Board Supervisor Mark Nordigan, Alderperson Curt Wilson and Youth in Governance Leo Ruffolo and Michael Babu.

The *Members not in Attendance*, Vice Chairperson John Morrissey was excused and the Member at Large position still remains open.

Under, *Citizen Comments*, there were none.

Under, *Approval of Minutes of Open Session Held on February 28, 2023*, Mr. Wilson made a motion to approve. Mr. Nordigian seconded the motion. Motion approved unanimously.

Under, *Director's Report*, Director Nielsen presented the Director's Report and noted that the hiring process for HR Coordinator are underway.

The Board accepted the information as presented.

Under, *Contract for Temporary Employee*, Director Nielsen presented a temporary part time employment contract for Beverly Sebetic. In the interim, Ms. Sebetic will assist with the HR Coordinator duties and with the transition to a newly hired HR Coordinator.

Mr. Nordigian made a motion to approve the contract. Mr. Wilson seconded the motion. Motion approved unanimously.

Under, *Financial Audit and Review*, Director Nielsen presented two proposals for a full audit. There was a brief discussion.

Mr. Nordigian made a motion to accept one of the proposals for a full audit and not too exceed \$32,000. Chief Patton seconded the motion. Motion approved unanimously.

Under, *Evidence/Identification Department Job Descriptions*, Evidence/Identification Manager Joshua Radandt presented the amended job descriptions within the Evidence/ID department.

Mr. Wilson made a motion to approve. Mr. Nordigian seconded the motion. Motion approved unanimously.

Under, *ERP Replacement*, Director Nielsen reported that they are currently working through contract negotiations with Tyler Technologies.

The Board accepted the information as presented.

Under, *Wage and Compensation Study*, Director Nielsen reported that they are still awaiting word from the consulting firm.

The Board accepted the information as presented.

Under, *Kenosha Joint Services Policy Manual Update*, Director Nielsen presented a newly created policy for the disposal of scrap and recyclable material. There was further discussion.

Mr. Nordigian made a motion to approve. Mr. Wilson seconded the motion. Motion approved unanimously.

Under, *Request to Approve*, Director Nielsen presented two Memorandum of Understanding (MOU) for the Village of Bristol Fire Department and the Town of Paris Fire & Rescue. Both agencies are interested in further functionality of the New World Crewforce software.

Mr. Wilson made a motion to approve. Mr. Nordigian seconded the motion. Motion approved unanimously.

Under, 2022 Year End Budget, Director Nielsen presented some 2022 yearend budget amendments.

Mr. Nordigian made a motion to approve. Mr. Wilson seconded the motion. Motion approved unanimously.

Under, Member at Large, no update at this time.

The accepted the information as presented.

Under, Possible Motion to Go Into Closed Session,

Wisconsin State Statute 19.85 (1) (f) Considering disciplinary data of a specific person and the investigation of charges against that person which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person referred to in such data, or involved in such investigation.

At 5:13 p.m., Mr. Nordigian made a motion to go into **Closed Session.** Mr. Wilson seconded the motion. Motion approved with roll call vote.

Roll Call Vote

Chairperson Yuhas – Aye	Ms. Rongstad – Aye	Police Chief Patton – Aye
Mr. Nordigian – Aye	Mr. Wilson - Aye	

At 5:42 p.m., Mr. Wilson made a motion to **Return to Open Session**. Mr. Nordigian seconded the motion. Motion approved with roll call vote.

Roll Call Vote

Chairperson Yuhas – Aye	Ms. Rongstad – Aye	Police Chief Patton – Aye
Mr. Nordigian – Aye	Mr. Wilson - Aye	

Under, *Board Comments*, Chairperson Yuhas thanked HR Coordinator Goodwill Obieze for his time with Kenosha Joint Services and also extended a welcome to Police Chief Patton the Board.

At 5:44 p.m., Mr. Nordigian made a motion to *Adjourn the Meeting*. Mr. Wilson seconded the motion. Motion approved unanimously.

KENOSHA JOINT SERVICES BOARD CLOSED SESSION MINUTES

February 28, 2023

Members convened to **Closed Session** at 5:13p.m. Those in attendance were Chairperson Monica Yuhas, Chief of Staff Tami Rongstad, Police Chief Patrick Patton, County Supervisor Mark Nordigian, Alderperson Curt Wilson, Youth in Governance Leo Ruffolo, Youth in Governance Michael Babu, Director Joshua Nielsen, Assistant Director Stephanie Lorenzo and Finance Assistant and recording secretary Francine Hooper.

The Board discussed Wisconsin State Statute 19.85 (1) (f) Considering disciplinary data of a specific person and the investigation of charges against that person which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person referred to in such data, or involved in such investigation.

Director Nielsen reported on an investigation and disciplinary data of employees.

At 5:42 p.m., Mr. Wilson made a motion to **Return to Open Session** and Mr. Nordigian seconded the motion. Motion approved unanimously.



KENOSHA JOINT SERVICES PUBLIC SAFETY SUPPORT SERVICES

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1000 55th Street • Kenosha, WI 53140 Website: www.kenoshajs.org • Phone: (262) 605-5050 Kenosha Joint Services Departments

Administration Communications Evidence/Identification Bureau Fleet Maintenance Records/Public Counter

TO: Kenosha Joint Services Board

FROM: Joshua Nielsen

REFERENCE: Kenosha Joint Services – Board Report

DATE: March 23, 2023

ADMINISTRATION DEPARTMENT:

Administration (1 Director, 1 Assistant Director, 1 HR Coordinator, 1 Finance Assistant, 1 Clerk): One Human Resources Coordinator vacancy.

A job offer has been made for a new Human Resources Coordinator, and the candidate has accepted the position. A start date has been scheduled for April 17, 2023. Bev Sebetic has returned on a part-time basis to assist with the Human Resources tasks in the interim, and will be available to assist the new Human Resources Coordinator in acclimating to their new role.

Communications (32 Telecommunicators, 6 Supervisors, 1 Assistant Manager, 1 Manager): Eight Telecommunicator vacancies.

Grace Moote will be starting on March 23, 2023, as a new 911 Telecommunicator.

Another 911 Telecommunicator hiring process is ongoing and applications will remain open continuously. Two candidates are currently in the final interview phase. We are continuing to review applications as they come in.

Records (17 Clerks, 3 Supervisors, 1 Manager): All positions filled.

Fleet Maintenance (5 Technicians, 1 Clerk, 1 Vehicle Cleaning Operator, 1 Manager): All Position Filled.

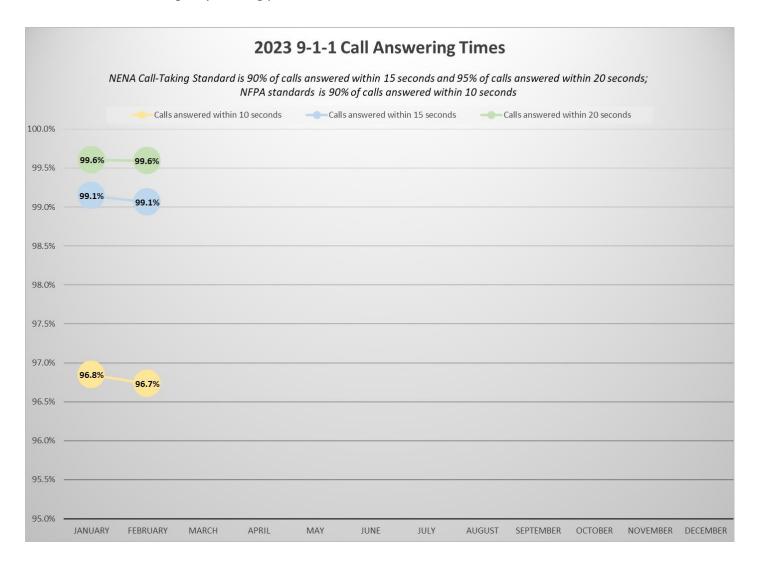
Evidence/Identification (6 Technicians, 1 Supervisor, 1 Manager): All positions filled.

After 30 years of employment with Kenosha Joint Services, Identification Technician Soledad Juarez has submitted her retirement notice. Soledad's last working day is scheduled for April 6, 2023.

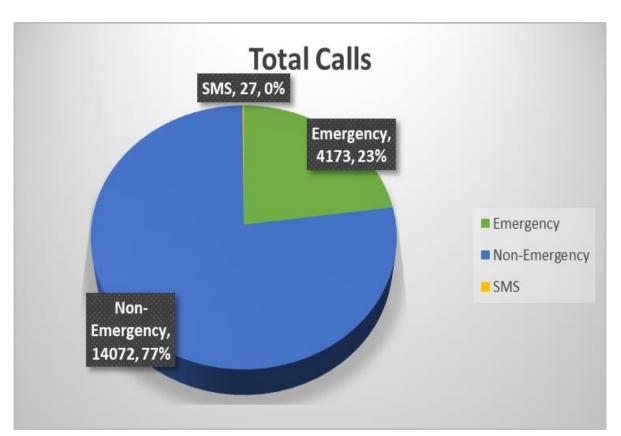
COMMUNICATIONS DEPARTMENT:

Matthew Dobson has successfully completed all phases of training. He will be permanently assigned to second shift. Kevin Jorgensen will begin his last phase of training, Police, on March 19th. It is anticipated he will complete all phases of training in May or June 2023. Jessica Rendon has begun Sheriff training. It is anticipated she will finish all phases of training in early summer 2023. Alyssa Weisbrod will begin training at the Sheriff console on March 27th. It is anticipated she will finish all phases of training in the Call Taking phase. She is anticipated to complete all training Fall 2023. Candidate Grace Moote started on March 23, 2023. After orientation, she will enter into the first phase of training at call taking in April.

Communications management staff and Joint Services Administration continue to meet to determine emergency staffing plans and ensure all needs within the center are met.



In February, 4,173 9-1-1 calls were received by the communications department with 97% of these calls answered in under 10 seconds, and 99% in under 15 seconds. There were 14,072 non-emergency calls handled and 27 text messages received during this month.



Communications Center Telephone Calls Received – February 2023

RECORDS DEPARTMENT:

Trainees Barbara Allen, Amy Griggs and Brian Martinez started on February 16th, 2023. All three are currently training on warrants with Certified Training Officer Melissa Somers.

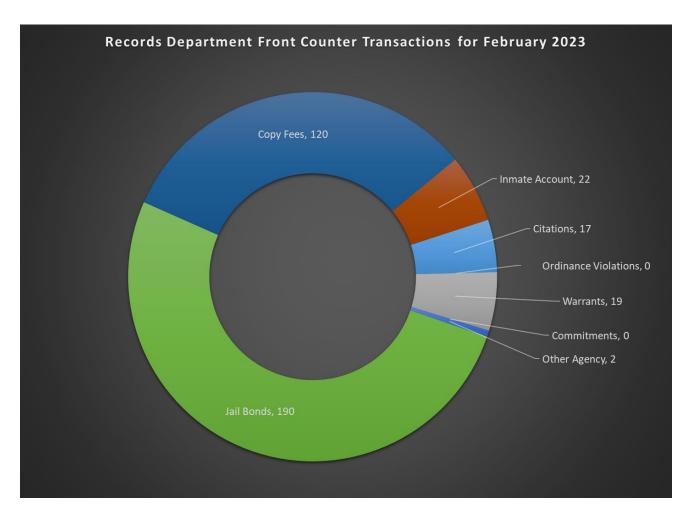
Records clerks processed 190 jail bonds in February, 2023.

Records clerks entered 417 warrants into the TIME system. They recalled ninety- four per Circuit Court and Municipal Court. They also canceled 144 warrants that were served by law enforcement during the month of February.

Records clerks have entered, updated or dismissed twenty-seven orders of protection in February.

The Records department reviewed 1703 incoming case reports and supplements from the Kenosha Police and Kenosha Sheriff's Departments. Case review is an integral part of submitting complete statistical information to the State of Wisconsin Department of Justice for Uniform Crime Reporting.

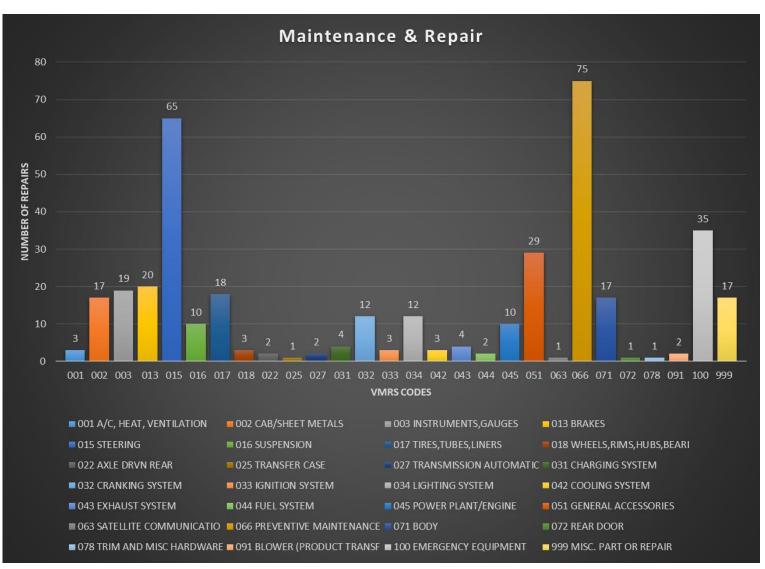
In February, Records Staff have taken twenty-one complaints and written reports while serving citizens at the Front Counter. They have entered and written seventy-four repossession reports in February. In addition, Records Staff have booked nine juveniles after hours.



There were a total of sixty-eight hours of overtime used in the month of February.

FLEET MAINTENANCE:

The fleet maintenance staff continue vehicle maintenance and repair as scheduled. There were 388 maintenance and repair lines performed during the month of February.



The purchase of an on-car brake lathe was made. The new piece of equipment has been delivered and all technician training has been completed.

The Police department specialty vehicle up-fitting process is complete. Several new vehicles have been received for the Sheriff's department; up fitting will be scheduled accordingly. Police department motorcycle tour pack retrofitting is scheduled to be completed prior to the riding season.

There were 483 automatic car washes in the month of February. Heriberto is performing well in his duties. Compliments on the cleanliness of the vehicles have been received from both the Sheriff and Police personnel.



Car washes: Indicates a total number of vehicles in all agencies cleaned utilizing the automatic car wash.

EVIDENCE/IDENTIFICATION DEPARTMENT:

Department management, along with leadership within the KPD and KSD, is in the process of reviewing the current workflows and methods of storing, disseminating, and disposing digital media. Additionally, the fixed maintenance fees for the current digital image management system, Mideo, end with 2023. Department management, along with leadership within the KPD and KSD, has begun the process of reviewing alternative systems to potentially replace Mideo in 2024.

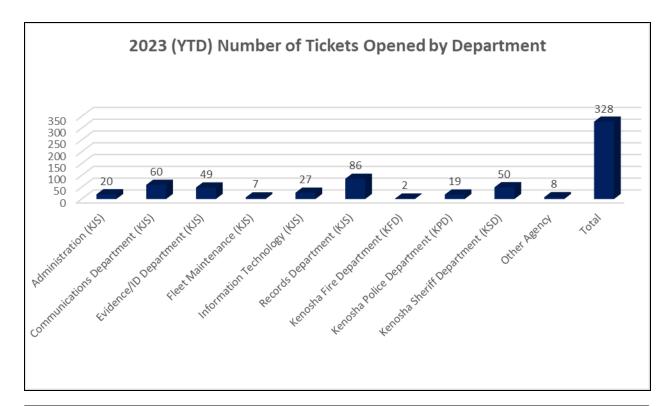
Department staff members are continuously reviewing the utilization of space within the property rooms in order to accommodate the spatial needs of the items being submitted. This on-going process assists with property dispositions and disposals.

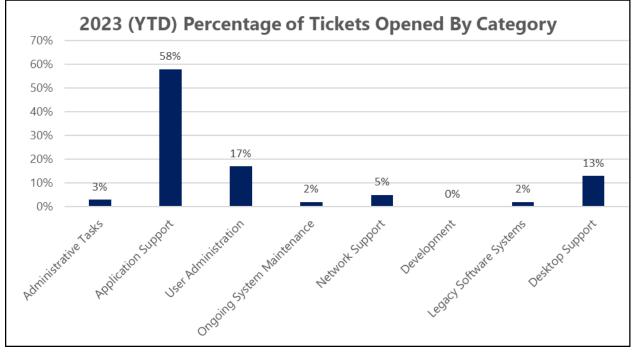
In the month of February, technicians took in 1,435 items, disposed of 806 items, handled an additional 471 items through releases and returns, transported forty-three items to the Crime

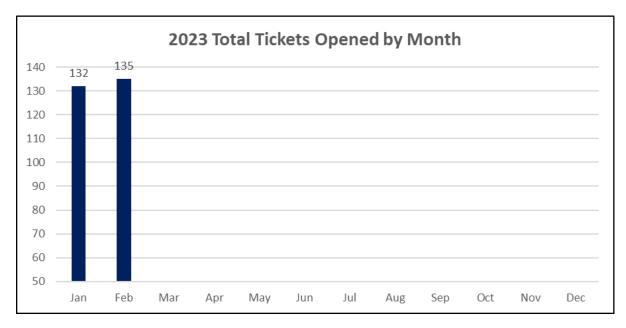
Lab, processed thirty-two pieces of found property, collected fifty-two DNA samples, and completed fifty-six bookings.

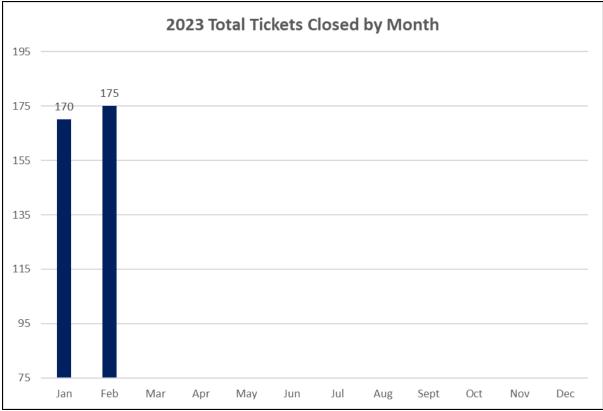
INFORMATION TECHNOLOGY

- Cybersecurity Training
 - Ongoing: Next training scheduled April 2023
- ERP
 - Planning: Deploying server and client applications as needed
- Vulnerability Scans
 - Planning: 2nd Quarter Scans April 2023
- Softcode Civil Process Software
 - Planning: Training Database installation scheduled for March 16th
- RTA Fleet Maintenance Drivers Reports
 - In Progress: Working with Fleet Maintenance to configure and utilize automatic work orders from agency submitted Drivers Reports
 - In Progress: Working with Fleet Maintenance to consolidate facilities for work orders and parts
- Synology Backup System Cluster
 - In Progress: Configuring second NAS unit for cluster
- Forticlient VPN
 - In Progress: Installing and configuring Forticlient VPN
 - In Progress: Evaluating 2nd factor authentication to work with Forticlient VPN
- New World Upgrade
 - Planning: New World Upgrade to version 2023.1
 - o Planning: Upgrade to test environment September 14th
 - Planning: Upgrade to production environment November 28th
- CAD Workstation Replacement
 - o Complete: Purchase and receive 18 workstations for Communications
 - o Complete: Installation of four workstations
 - In Progress: Configuring and installing software on 14 workstations





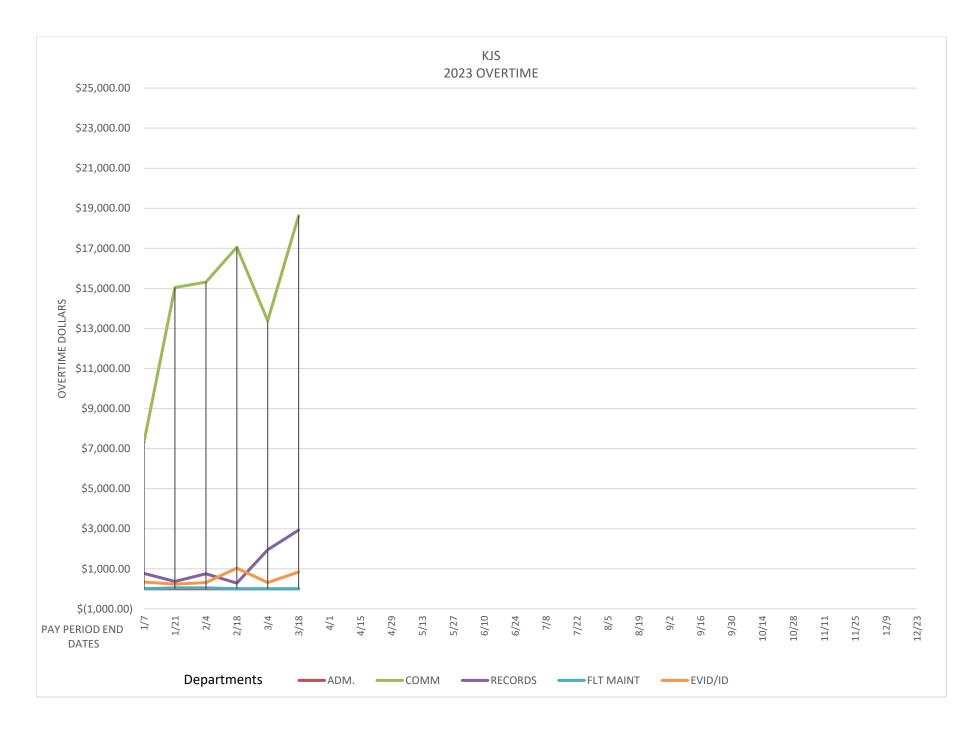




KENOSHA JOINT SERVICES KENOSHA, WISCONSIN 2023 - OVERTIME REPORT

	HOURS		EARNINGS	HOURS		EARNINGS	HOURS		EARNINGS
	PAYROLL		PAYROLL	PAYROLL		PAYROLL	PAYROLL		PAYROLL
	02/05-02/18/23	C	2/05-02/18/23	02/19-03/04/23	0	2/19-03/04/23	03/05-03/18/23	03	3/05-03/18/23
Administration	0.00	\$	-	0.00	\$	-	0.00	\$	-
Communications	391.50	\$	17,058.44	309.30	\$	17,058.44	436.00	\$	18,630.42
Records	8.00	\$	283.80	52.60	\$	283.80	77.30	\$	2,931.08
Fleet Maintenance	0.00	\$	-	0.00	\$	-	0.00	\$	-
Evidence/ID	26.30	\$	1,032.19	8.00	\$	1,032.19	21.50	\$	839.63
	425.80	\$	18,374.43	369.90	\$	18,374.43	534.80	\$	22,401.13

	Bu	dgeted Funds for 2023	otal Salaries Expensed YTD	Total Hours YTD	Average Hours Per Pay Period	vg Salaries r Pay Period	ŀ	Average Iourly Rate for OT	GL Account Balances	Annual Percent EXPENDED
Administration	\$	-	\$ -	0.00	0.00	\$ -	\$	-	\$ -	0%
Communications	\$	196,526.00	\$ 86,795.13	1996.10	332.68	\$ 14,465.86	\$	43.48	\$ 109,730.87	44%
Records	\$	28,113.00	\$ 7,051.98	187.80	31.30	\$ 1,175.33	\$	37.55	\$ 21,061.02	25%
Fleet Maintenance	\$	16,974.00	\$ 97.63	2.30	0.38	\$ 16.27	\$	42.82	\$ 16,876.37	1%
Evidence/ID	\$	19,323.00	\$ 3,070.32	78.30	13.05	\$ 511.72	\$	39.21	\$ 16,252.68	16%
Joint Services Total	\$	260,936.00	\$97,015.06	2264.50	75.48	\$3,233.84		\$32.61	\$163,920.94	



KENOSHA JOINT SERVICES INCOME STATEMENT JANUARY 2023 KENOSHA, WISCONSIN

REVENUE

	2023 Projected <u>Revenue</u>	Actual <u>Current Month</u>	Actual <u>Year-to-Date</u>	Percent of Projected
City Operating	\$4,429,985.00	\$369,165.49	\$369,165.49	8.33%
County Operating	\$5,085,903.00	\$423,825.25	\$423,825.25	8.33%
Bank Interest	\$100.00	\$204.21	\$204.21	204.21%
Photograph Revenue	\$0.00	\$0.05	\$0.05	0.00%
KSD Livescan Maint	\$3,668.00	\$0.00	\$0.00	0.00%
CD/DVD Revenue	\$3,000.00	\$87.13	\$87.13	2.90%
Report Copies	\$4,000.00	\$176.90	\$176.90	4.42%
False Alarms	\$39,000.00	\$0.00	\$0.00	0.00%
Other	<u>\$5,001.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
	\$9,570,657.00	\$793,459.03	\$793,459.03	8.29%

Fund Balance	\$661,369.00
FM - Fuel & Parts	<u>\$787,350.00</u>

2023 ORIGINAL BGT \$11,019,376.00

2022 CARRYOVER & ENCUMBRANCE

None

2023 WORKING BGT \$11,019,376.00

EXPENDITURES (All Departments)

	Budgeted Amt	Current Month	<u>Y-T-D EXP</u>	Encumbrances	<u>Balance</u>
Personnel Services	\$7,791,498.00	\$444,456.80	\$444,456.80	\$0.00	\$7,347,041.20
Contractual Serv	\$2,205,098.00	\$260,435.97	\$260,435.97	\$56,764.65	\$1,887,897.38
Supplies & Mat	\$954,020.00	\$59,579.75	\$59,579.75	\$4,015.94	\$890,424.31
Capital Outlay	<u>\$68,760.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$14,849.87</u>	<u>\$53,910.13</u>
	\$11,019,376.00	\$764,472.52	\$764,472.52	\$75,630.46	\$10,179,273.02
TOTAL EXPENDITURES	\$11,019,376.00				

Percent of budget expended:

7.62%

KENOSHA JOINT SERVICES INCOME STATEMENT JANUARY 2023 KENOSHA, WISCONSIN

Fleet Maintenance Inventories

REVENUE

	Budgeted Amt	Current Month	<u>Year-to-Date</u>	<u>Balance</u>	Percent of <u>Projected</u>
City Parts/Labor County Parts/Labor	\$66,800.00 \$86,800.00	\$7,804.23 \$8,492.40	\$7,804.23 \$8,492.40	\$58,995.77 \$78,307.60	11.68% 9.78%
City Fuel County Fuel	\$341,250.00 \$292,500.00	\$23,652.87 \$20,127.42	\$23,652.87 \$20,127.42	\$317,597.13 \$272,372.58	6.93% 6.88%
Other	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
TOTAL REVENUES	\$787,350.00	\$60,076.92	\$60,076.92	\$727,273.08	7.63%

<u>EXPENDITURES</u>	Budgeted Amt	Current Month	<u>Year-to-Date</u>	<u>Balance</u>	Percent of <u>Projected</u>
Parts/Labor	\$153,600.00	\$1,683.00	\$1,683.00	\$151,917.00	1.10%
Fuel	<u>\$633,750.00</u>	<u>\$24,109.09</u>	<u>\$24,109.09</u>	<u>\$609,640.91</u>	<u>3.80%</u>
	\$787,350.00	\$25,792.09	\$25,792.09	\$761,557.91	3.28%

KENOSHA JOINT SERVICES INCOME STATEMENT FEBRUARY 2023 KENOSHA, WISCONSIN

REVENUE

	2023 Projected <u>Revenue</u>	Actual <u>Current Month</u>	Actual <u>Year-to-Date</u>	Percent of <u>Projected</u>
City Operating	\$4,429,985.00	\$369,165.41	\$738,330.90	16.67%
County Operating	\$5,085,903.00	\$423,825.25	\$847,650.50	16.67%
Bank Interest	\$100.00	\$193.62	\$397.83	397.83%
Photograph Revenue	\$0.00	\$0.00	\$0.05	0.00%
KSD Livescan Maint	\$3,668.00	\$2,660.00	\$2,660.00	72.52%
CD/DVD Revenue	\$3,000.00	\$3.39	\$90.52	3.02%
Report Copies	\$4,000.00	\$15.44	\$192.34	4.81%
False Alarms	\$39,000.00	\$0.00	\$0.00	0.00%
Other	<u>\$5,001.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
	\$9,570,657.00	\$795,863.11	\$1,589,322.14	16.61%

Fund Balance	\$661,369.00
FM - Fuel & Parts	<u>\$787,350.00</u>

2023 ORIGINAL BGT \$11,019,376.00

2022 CARRYOVER & ENCUMBRANCE

None

2023 WORKING BGT \$11,019,376.00

EXPENDITURES (All Departments)

	Budgeted Amt	Current Month	<u> Y-T-D EXP</u>	Encumbrances	Balance
Personnel Services	\$7,791,498.00	\$665,439.75	\$1,109,896.55	\$0.00	\$6,681,601.45
Contractual Serv	\$2,205,098.00	\$207,430.16	\$467,866.13	\$4,342.84	\$1,732,889.03
Supplies & Mat	\$954,020.00	\$70,342.46	\$129,922.21	\$7,148.43	\$816,949.36
Capital Outlay	<u>\$68,760.00</u>	<u>\$14,774.59</u>	<u>\$14,774.59</u>	<u>\$20,695.95</u>	<u>\$33,289.46</u>
	\$11,019,376.00	\$957,986.96	\$1,722,459.48	\$32,187.22	\$9,264,729.30
TOTAL EXPENDITURES	\$11,019,376.00				

Percent of budget expended:

15.92%

KENOSHA JOINT SERVICES INCOME STATEMENT FEBRUARY 2023 KENOSHA, WISCONSIN

Fleet Maintenance Inventories

REVENUE

	Budgeted Amt	Current Month	<u>Year-to-Date</u>	<u>Balance</u>	Percent of <u>Projected</u>
City Parts/Labor County Parts/Labor	\$66,800.00 \$86,800.00	\$4,310.95 \$7,361.47	\$12,115.18 \$15,853.87	\$54,684.82 \$70,946.13	18.14% 18.26%
City Fuel County Fuel	\$341,250.00 \$292,500.00	\$22,561.30 \$17,021.80	\$46,214.17 \$37,149.22	\$295,035.83 \$255,350.78	13.54% 12.70%
Other	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
TOTAL REVENUES	\$787,350.00	\$51,255.52	\$111,332.44	\$676,017.56	14.14%

<u>EXPENDITURES</u>	Budgeted Amt	Current Month	<u>Year-to-Date</u>	<u>Balance</u>	Percent of <u>Projected</u>
Parts/Labor	\$153,600.00	\$18,086.41	\$19,769.41	\$133,830.59	12.87%
Fuel	<u>\$633,750.00</u>	<u>\$47,718.45</u>	<u>\$71,827.54</u>	<u>\$561,922.46</u>	<u>11.33%</u>
	\$787,350.00	\$65,804.86	\$91,596.95	\$695,753.05	11.63%

KENOSHA JOINT SERVICES

CHECK	# CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
4650	3 2/01	AUCA CHICAGO MC LOCKBOX	150-01-50006-320-000 150-00-12530-000-000	THRU 12/30/22 THRU 12/30/22 CHECK TOTAL	
4650	4 2/01	BLUE WATER BENEFITS	150-01-50004-216-000	FINAL QTR	150.00
4650	5 2/01	CDW-G	150-01-50008-520-000	LASER PRINTER BROTHE	343.48
4650	6 2/01	GORDIE BOUCHER FORD	150-00-12530-000-000	THRU 12/30/22	31.72
4650	7 2/01	KENOSHA COUNTY DHS	150-01-50004-208-000	POSTAGE DEC'22	219.16
4650	8 2/01	TRI TECH FORENSICS INC	150-01-50007-301-000 150-01-50007-301-000 150-01-50007-301-000 150-01-50007-301-000	PHOTO SCALES-GRY/BLK FARADAY BAGS 6X10 FARADAY BAGS 8X14 SHIPPING/HANDLING CHECK TOTAL	85.00 65.50 55.00 21.45 226.95
4650	9 2/01	BLACK DIAMOND SOLUTIONS INC	150-01-50008-206-000	VMWARE SUPPORT AND S	5,438.08
4651	0 2/01	CDW-G	150-01-50008-206-000 150-01-50007-301-000	PROOFPOINT RENEWAL S 1EA BLK TONER CHECK TOTAL	3,250.00 141.75 3,391.75
4651	1 2/01	DIVERSIFIED BENEFIT SERVICES	150-01-50004-122-000	JAN + RUNOUT	286.39
4651	2 2/01	ENERGY SOLUTION PARTNERS LLC	150-00-12531-000-000	UNLEADED FUEL	24,256.98
4651	3 2/01	GENERAL FIRE EQUIP CO	150-00-12530-000-000 150-00-12530-000-000 150-00-12530-000-000 150-00-12530-000-000 150-00-12530-000-000	KPD-SPOTLIGHT RIGHT KPD SPOTLIGHT LEFT BRACKET KIT RIGHT BRACKET KIT LEFT SHIPPING TOTAL CHECK TOTAL	835.14 835.14 149.60 149.60 45.00 2,014.48
4651	4 2/01	GOVERNMENTJOBS.COM INC.	150-01-50004-206-000	TEXT MESSAGE 2023 NE	200.00
4651	5 2/01	KENOSHA SHERIFF'S DEPT	150-01-50004-225-000	BACKGROUND INVEST RC	150.00

KENOSHA JOINT SERVICES

CHECK #	CHECK DATE	VENDOR NAME		DESCRIPTION	
46516	2/01	MILLHOUSE AUTO BODY INC	150-00-12530-000-000	20 FORD FUSION BACK	164.85
46517	2/01	POMPS TIRE SERVICE	150-00-12530-000-000 150-00-12530-000-000 150-00-12530-000-000 150-00-12530-000-000 150-00-12530-000-000 150-00-12530-000-000	MISC TIRE PURCHASES MISC TIRE PURCHASES MISC TIRE PURCHASES MISC TIRE PURCHASES MISC TIRE PURCHASES MISC TIRE PURCHASES 	1,123.84 820.52 47.50 20.00
46518	2/01	SCOTT BASKEN	150-00-40090-000-000	REIM AFLAC-SB	57.03
46519	2/01	STAPLES BUSINESS ADVANTAGE	150-01-50003-301-000 150-01-50002-301-000 150-01-50001-301-000	03 THRU JAN'23 02 THRU JAN'23 01 THRU JAN'23 CHECK TOTAL	
46520	2/01	TRI TECH FORENSICS INC	150-01-50007-301-000	SYRINGE TUBES 12/PK	242.00
46521	2/01	WCA GROUP HEALTH TRUST	150-01-50002-122-000 150-01-50003-122-000 150-01-50007-122-000 150-01-50006-122-000 150-01-50001-122-000	FEB'23	51,554.56 28,024.09 17,811.23 13,072.45 13,072.45 123,534.78
46522	2/01	WI DEPT OF JUSTICE - TIME	150-01-50004-322-000	KSD TIME ACCESS	2,628.00
46523	2/01	WI DEPT OF JUSTICE - TIME	150-01-50004-322-000	KJS TIME/BADGERNET	3,900.00
46524	2/01	WI DEPT OF JUSTICE - TIME	150-01-50004-322-000	KSD TIME ACCESS	3,316.50
46525	2/01	WISCONSIN FUEL & HTNG INC	150-00-12530-000-000	SPO GLOBAL SYN ATF	1,237.50
46526	2/02	CDW-G	150-01-50008-213-000	2 YEAR WARRANTY	191.36
46527	2/07	AT&T MOBILITY	150-01-50002-212-000	BUSI MSGNG-ANNUAL	54.00
46528	2/07	AT&T MOBILITY	150-01-50002-212-000 150-01-50007-212-000 150-01-50002-212-000	ATT SPRVSR/FLIPPHNE ATT SPRVSRS ATT SPRVSRS CHECK TOTAL	19.10 18.86

KENOSHA JOINT SERVICES

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
46529	2/07	AUCA CHICAGO MC LOCKBOX	150-01-50006-320-000 150-00-12530-000-000		218.16
46530	2/07	BAYCOM INC	150-01-50002-212-000	'23 BAYCOM SVC AGRMT	20,986.00
46531	2/07	BLACK DIAMOND SOLUTIONS INC	150-01-50002-520-000 150-01-50002-520-000 150-01-50002-520-000 150-01-50002-520-000 150-01-50002-520-000	MICROSOFT SURFACE PR MICROSOFT COMPLETE A MICROSOFT SURFACE PR MICROSOFT SURFACE DO SHIPPING CHECK TOTAL	207.38 24.00
46532	2/07	BUELOW VETTER BUIKEMA OLSON	150-01-50004-201-000	LGL SVCS JAN'23	688.50
46533	2/07	BUMPER TO BUMPER AUTO PARTS	150-00-12530-000-000 150-01-50006-304-000 150-01-50006-305-000	THRU 01/31/23 THRU 1/31/23 2%DISC TAKEN CHECK TOTAL	405.00 59.94CR
46534	2/07	CDW-G	150-01-50008-520-000 150-01-50008-520-000 150-01-50007-520-000 150-01-50007-520-000	SYNOLOGY HARD DRIVE INTEL ETHERNET CONVE LENOVO THINKBOOK YOD LENOVO DOCKING STATI CHECK TOTAL	9,846.08 1,264.32 1,117.47 201.45 12,429.32
46535	2/07	EBSO, INC. (DBA:GGG)	150-00-21787-000-000	PR 02/10/23	377.80
46536	2/07	HEARTLAND BUSINESS SYSTEMS	150-01-50003-212-000	ANNUAL MAINTENANCE	845.00
46537	2/07	LANGUAGE LINE SERVICES INC	150-01-50002-212-000	JAN '23	50.00
46538	2/07	MEDICAL PRIORITY CONSULTANTS	150-01-50002-206-000	'23 ESP MAINT	14,080.00
46539	2/07	MENARDS INC	150-01-50006-304-000 150-01-50006-305-000 150-00-12530-000-000 150-01-50006-308-000 150-01-50006-304-000	PLUMBING FITTINGS SNOW BRUSH 50" WINDSHIELD WASHER BLEACH CAR WASH REPAIR CHECK TOTAL	14.36 10.23

KENOSHA JOINT SERVICES

JOB NAME: JVNSUMM PROGRAM ID. FVN078 RUN DATE 3/02/23 TIME 14:44:00 DISBURSEMENT JOURNAL PAGE 4

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
46540	2/07	METROPOLITAN LIFE INSURANCE	150-00-21795-000-000	PR 02/10/23	310.64
46541	2/07	NAPA AUTO PARTS	150-00-12530-000-000	CIR BRKR	53.99
46542	2/07	NATIONAL CAR WASH SOLUTIONS	150-01-50006-304-000	EQUPI REPAIR	765.00
46543	2/07	POLICE & FIRE CREDIT UNION	150-00-21784-000-000	PR 02/10/23	5,874.00
46544	2/07	PORCARO FORD	150-00-12530-000-000	THRU 1/31/23	3,445.50
46545	2/07	PROPIO LS LLC	150-01-50002-212-000	JAN'23	119.29
46546	2/07	SECURIAN FINANCIAL GROUP INC	150-00-21786-000-000 150-01-50002-124-000 150-01-50003-124-000 150-01-50006-124-000 150-01-50007-124-000 150-01-50001-124-000	MAR'23 MAR'23 MAR'23 MAR'23 MAR'23 CHECK TOTAL	887.00 270.97 175.29 104.88 100.16 59.17 1,597.47
46547	2/24	ACCURATE PRINTING CO INC	150-01-50007-309-000	2.5M CD/2.5M DVD LBL	1,080.00
46548	2/24	APCO INTERNATIONAL INC	150-01-50002-211-000	HENSLEY CTO RECERTI	105.00
46549	2/24	BLACK DIAMOND SOLUTIONS INC	150-01-50008-206-000 150-01-50008-206-000 150-01-50008-206-000 150-01-50008-206-000 150-01-50008-206-000 150-01-50008-201-000 150-01-50008-206-000	NETMOTION PLATFORM F MICROSOFT WINDOWS SE MICROSOFT SQL SERVER WINDOWS ENTERPRISE L MICROSOFT WINDOWS SE NETMOTION 8 HRS PROF MICROSOFT WINDOWS CA CHECK TOTAL	9,414.72 7,694.88 5,397.00 3,882.70 1,934.95 1,042.32
46550	2/24	CARQUEST AUTO PARTS	150-00-12530-000-000 150-01-50006-305-000	THRU 1/31/23 THRU 1/31/23 CHECK TOTAL	1,782.88 43.92 1,826.80
46551	2/24	COMSYS INC	150-01-50008-201-000	JAN'23	38,625.00
46552	2/24	CULLIGAN WATER TREATMENT	150-01-50001-301-000	MAR'23	34.97

KENOSHA JOINT SERVICES

		VENDOR NAME		DESCRIPTION	
		DIVERSIFIED BENEFIT SERVICES			185.25
46554	2/24	DW DAVIES & CO., INC.	150-00-12530-000-000 150-00-12530-000-000		35 00
46555	2/24	EBSO, INC. (DBA:GGG)	150-00-21787-000-000	PR 02/24/23	371.35
46556	2/24	ENERGY SOLUTION PARTNERS LLC	150-00-12531-000-000	UNLEADED FUEL	23,316.16
46557	2/24	KENOSHA COUNTY	150-01-50005-210-000	LEASE OF SPACE	70,672.50
46558	2/24	METROPOLITAN LIFE INSURANCE	150-00-21795-000-000	PR 02/24/23	314.36
46559	2/24	MIRROR IMAGE COATING	150-00-12530-000-000	SANDBLAST/POWDER	120.00
46560	2/24	NATIONAL CAR WASH SOLUTIONS	150-01-50006-304-000	CAR WASH REPAIRS	397.16
46561	2/24	PALMEN MOTORS, DODGE CHRY	150-00-12530-000-000	ADAPTER-EN	192.50
46562	2/24	POLICE & FIRE CREDIT UNION	150-00-21784-000-000	PR 02/24/23	6,114.00
46563	2/24	TRI TECH FORENSICS INC	150-01-50007-301-000 150-01-50007-301-000 150-01-50007-301-000 150-01-50007-301-000 150-01-50007-301-000 150-01-50007-301-000 150-01-50007-301-000 150-01-50007-301-000 150-01-50007-301-000	BLUE EVIDENCE STRIPS SWAB BOXES FEATHER BRUSH-WHITE RED EVIDENCE STRIPS ELIM. INKLESS PADS ELIM. PRINT PADS ANTISTATIC 9X12 BAGS ANTISTATIC 6X8 BAGS SHIPPING/HANDLING ELIM. PRINT PADS 	139.90 132.00 89.94 61.50 49.90 43.50 26.50 21.50 4.99
46564	2/24	WCA GROUP HEALTH TRUST	150-01-50002-122-000 150-01-50003-122-000 150-01-50007-122-000 150-01-50006-122-000 150-01-50001-122-000	MAR'23 MAR'23 MAR'23	50,737.53 28,024.09 17,811.23 13,072.45 13,072.45 122,717.75

JOB NAME: JVN PROGRAM ID. RUN DATE 3/0. PAGE 6	FVN078	ME 14:44:00	KENOSHA JOINT SERVICES DISBURSEMENT JOURNAL		
START DATE FO	R SUMMARY:	2/01 END DATE FOR SUMMARY:	2/28		
CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
46565	2/24	WISCONSIN FUEL & HTNG INC	150-00-12531-000-000	PREMIUM FUEL	145.31

Kenosha Joint Services

Policy and Procedure Manual

Subject:	Disposal of Scrap and Recyclable Materials
Effective Date:	02/28/2023
Last Revised:	Upon Board Approval
Distribution:	All Personnel
Number of Pages:	3

I. PURPOSE

This policy applies to disposal of property, including any assets, that have limited or no value and cannot be transferred, sold, traded in, or donated but are eligible for scrap or recycling.

To reduce the possibility of misappropriation of property or the perception that such items are being misappropriated.

II. POLICY

Removal of materials must be scheduled and documented with the appropriate department head. A report will be submitted to Administration and include: date/time, employees names, facility items taken to or picked up by, description of materials, and if any payment was received. (blank form is attached to this policy)

At no time will personal vehicles be used to haul materials.

Any and all proceeds and receipts received will be submitted to Kenosha Joint Services Administration. All payments must be received in the form of a check made out to Kenosha Joint Services and submitted to the Finance Assistant.

Failure to follow this policy and the outlined procedures will expose the employee to the possibility of internal, civil, and/or criminal penalties.

III. PROCEDURE

- A. Procedure for handling scrap or recyclable materials in Fleet Maintenance.
 - Items that have been determined to have no residual value, are not being returned to the city or county, and can be scrapped or recycled will be disposed of using this procedure.

- 2. The Fleet Maintenance Manager will ensure that items are placed in an appropriate place and not allowed to accumulate in a manner that is unsafe.
- 3. <u>Midwest Computer Recycling (MCR) will provide a scrap metal recycling bin on site.</u> <u>When the bin becomes full, the Manager or their designee will contact MCR to have</u> <u>the bin picked up. MCR will also collect any electronics that can be recycled.</u> On a biweekly basis (every two weeks), two employees will be scheduled to transport scrap materials. The materials must fit into the Joint Services truck and be taken to the <u>City of Kenosha Recycling Center</u>. The employees will document who took the material and what was taken. If there are little to no materials then transport may be rescheduled.
- 4. If needed scrap materials can be taken to the City of Kenosha Recycling Center. In this case, two employees will transport scrap materials using the Joint Services truck and document who took the materials and what was taken.
- 4.5. When the size or amount of materials exceeds the department's ability to transport them, contact Alter Trading Corporation in Racine for a container that can be delivered on-site for temporary use for up to ten days. Once filled, contact Alter Trading to pick up the container and transport it to their facility for processing.
- B. Disposal of items with Joint Services Asset Tags.
 - 1. If an asset tagged item is determined to no longer have value and is being scrapped or recycled, contact the Administrative Clerk for the appropriate asset form.
 - 2. Dispose of item in accordance with this policy and completely fill out the Asset Form as well as the Scrap and Recycling Report.
- C. Disposal of Electronic Equipment
 - 1. All electronic equipment will be disposed of in accordance with the Media Destruction Policy.
- D. If there is an associated cost for disposal of an item, the department the equipment is issued to will be responsible for the cost.

Kenosha Joint Services Scrap and Recycling Record

Date:	
Employee(s) involved:	
Material was Picked up \Box	
Material was Transported by Staff	
Facility/Company material taken to or picked up by:	
Description of items picked up:	
Amount received via Check:	
Employee(s) Signature	Date
Employee(s) Signature	Date
Manager Signature	Date



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Communications Evidence/Identification Bureau Fleet Maintenance Records/Public Counter

MEMORANDUM OF UNDERSTANDING BETWEEN KENOSHA JOINT SERVICES AND THE VILLAGE OF SALEM LAKES FIRE & RESCUE RELATING TO THE ENTERPRISE FIRE FIELD MOBILE (CREWFORCE) APPLICATION

This Agreement is hereby entered into by and between Kenosha Joint Services ("KJS") and the Village of Salem Lakes Fire & Rescue ("SALEM LAKES FIRE & RESCUE").

WHEREAS, this Agreement confirms the discussions between the parties of "KJS" and "SALEM LAKES FIRE & RESCUE" regarding installation of the Enterprise Fire Field Mobile Application and the consideration to be provided.

WHEREAS, it is the expectation of the parties that "SALEM LAKES FIRE & RESCUE" will be responsible for installing the Enterprise Fire Field Mobile Application on a mobile device through said device's respective app store.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. "KJS" shall obtain three (3) licenses for the Enterprise Fire Field Mobile Application, herein after referred to as "Crewforce," so that "SALEM LAKES FIRE & RESCUE" will have further access to real-time critical data, routing information, alerts regarding people and locations, access to pre-plan information, and spoken commands for hands-free functionality. "SALEM LAKES FIRE & RESCUE" will be responsible for installing the Enterprise Fire Field Mobile Application on the mobile devices through said device's respective app store. In the event the mobile devices' primary function is no longer public safety, "SALEM LAKES FIRE & RESCUE" shall have the right to terminate this Agreement as set forth in paragraph 7 below. "SALEM LAKES FIRE & RESCUE" will continue to have access to the New World Public Safety System and the Computer Aided Dispatch System will have functional improvements.

2. "SALEM LAKES FIRE & RESCUE" agrees to utilize devices that meet or exceed the minimum requirements set forth by the software vendor.

3. "SALEM LAKES FIRE & RESCUE" shall reimburse "KJS" for the following onetime mobile software expenses, as established by contract between "KJS" and its public safety software vendor, totaling one thousand eight hundred ninety dollars and fifty-four cents (\$1,890.54) as outlined below:

a. The "Crewforce" license fee for three (3) devices, at the rate of four hundred seventy-



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Administration Communications Evidence/Identification Bureau Fleet Maintenance Records/Public Counter

five dollars (\$475) per license for a total of one thousand four hundred twenty-five dollars (\$1,425).

b. Annual maintenance costs for each license, starting in year one (2023) at the rate of Ninety-nine dollars and sixty-six cents (\$99.66) per license for a total of two hundred ninety-nine dollars (\$299). The annual maintenance cost is an annual recurring cost, which shall be subject to increase by Tyler Technologies. Payment of the annual maintenance costs will be invoiced by Kenosha Joint Services by March 1st and is due no later than April 1st of each year.

c. In addition to the above costs, "SALEM LAKES FIRE & RESCUE" shall be responsible for its portion of the annual mobility-hosting fee, which shall be split between the agencies using the mobility-hosting service based on the number of total licenses each agency holds. In 2023, the total hosting fee is three thousand one hundred eighty-two dollars and seventy cents (\$3,182.70), and "SALEM LAKES FIRE & RESCUE" would be responsible for an amount less than or equal to fifty-five dollars and fifty-one cents (\$55.51) per license for a total of one hundred sixty-six dollars and fifty-four cents (\$166.54). As additional licenses are purchased by other agencies, this shared hosting fee can decrease. The mobility-hosting fee is an annual recurring cost, which shall be subject to increase by Tyler Technologies. Payment of the annual mobility-hosting fee will be invoiced by Kenosha Joint Services no later than November 1st of each year to obtain the most accurate split of the cost between the agencies. This amount is due no later than December 1st of each year.

4. "SALEM LAKES FIRE & RESCUE" is responsible for any costs associated with network connectivity such as cellular data.

5. "SALEM LAKES FIRE & RESCUE" shall be responsible for the installation, maintenance and repair of the "Crewforce" application. "SALEM LAKES FIRE & RESCUE" shall be liable for any damage to the application occurring during the course of this Agreement where such liability is founded upon or occurring out of the acts or omissions of "SALEM LAKES FIRE & RESCUE," its agents or employees.

6. The parties agree that the "Crewforce" application may be removed by "KJS" at any time, for any reason, without incurring any type of penalty or costs.

7. "SALEM LAKES FIRE & RESCUE" has the authority to terminate this Agreement if it establishes that the mobile application interferes with "SALEM LAKES FIRE & RESCUE's" use of the respective mobile device. "SALEM LAKES FIRE & RESCUE" agrees, however, to provide "KJS" with thirty (30) days' notice of its intent to terminate



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and give "KJS" the opportunity to cure any defect or take corrective action to remedy any such interference before terminating this Agreement. If said interference is eliminated, this Agreement shall continue in full force and effect. "SALEM LAKES FIRE & RESCUE" shall have the right to remove the "Crewforce" application should "KJS" fail to remedy the interference in a timely manner. "SALEM LAKES FIRE & RESCUE" shall not be entitled to remove the "Crewforce" application before "KJS" has been given thirty (30) days to cure any defect or take corrective action. In the event of any disturbance, removal of the "Crewforce" application shall be the party's sole remedy.

8. This Agreement shall begin upon execution of this Agreement by all parties and shall continue in full force and effect for the period of one year. This Agreement shall automatically renew for successive one-year terms for the mutual considerations expressed herein unless either party provides written notice of non-renewal to the other party at least ninety (90) days before the end of the initial term or any subsequent renewal terms. Consent to renewal of this Agreement shall not be arbitrarily withheld. "SALEM LAKES FIRE & RESCUE" shall, however, be entitled to refuse to renew this Agreement if (1) "KJS" is in breach of the Agreement;(2) "SALEM LAKES FIRE & RESCUE" establishes, in accordance with paragraph 7 above, that the application has interfered with "SALEM LAKES FIRE & RESCUE's" use of the mobile devices and that "KJS" has failed to cure any defect or take corrective action to remedy any such interference; or (3) the mobile device's primary function is no longer public safety. Notwithstanding the foregoing, "SALEM LAKES FIRE & RESCUE" shall have the right to terminate this Agreement upon 90 days' notice if the primary purpose of the mobile device is no longer public safety.

9. "KJS" and "SALEM LAKES FIRE & RESCUE" shall not be liable for failure or delay in performing their obligations hereunder if such failure or delay is due to a force majeure event or other circumstances beyond its reasonable control, including, without limitation, severe weather, war, insurrection, sabotage, embargo, fire, flood, or labor disturbance.

10. No forbearance or waiver of any term of this Agreement shall be construed as a waiver of any other term of this Agreement or any other instance or particular covered by this Agreement.

11. This Agreement was mutually drafted by "KJS" and "SALEM LAKES FIRE &



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RESCUE". Each of the undersigned hereby represent and warrant that they have the requisite power and authority to execute this Agreement and that the execution and delivery of this Agreement by the undersigned has been approved by all action required by law.

12. The parties agree that this Agreement shall be governed by the laws of the State of Wisconsin. Furthermore, if any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect and with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.

13. Any notice required to be given to any party in this Agreement shall be in writing to:

If to Village of Salem Lakes Fire & Rescue:	Chief 11252
	Trevo
If to Kenosha Joint Services:	Direct

Chief Jim Lejcar 1252 254th Court Frevor, WI 53179

Director Joshua Nielsen 1000 55th Street Kenosha, WI 53140

14. The undersigned representatives of the parties' hereto have affixed their signatures.

Signed this ______ day of ______, 2023.

Jim Lejcar, Fire Chief

Signed this ______ day of ______, 2023.

Joshua Nielsen, Director

KENOSHA JOINT SERVICES PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT entered into this $\underline{\mathcal{A}}_{-}$ day of $\underline{\mathcal{M}}_{-}$, 2020 and between ComSys Inc., a Wisconsin corporation, 6021 Durand Avenue, Suite 400, Mount Pleasant, WI 53406 (hereinafter referred to as "Contractor") and Kenosha Joint Services, a joint municipal corporation having its principal offices located at 1000 - 55th Street, Kenosha WI 53140, (hereinafter referred to as "Kenosha Joint Services"). This document, <u>Addendum A</u> -Ethics Compliance Addendum <u>Addendum B</u> - 2021 Holiday Schedule, <u>Addendum C</u> - 2022 Holiday Schedule, <u>Addendum D</u> - 2023 Holiday Schedule and <u>Addendum E</u> - ComSys, INC. Invoice # 125482; 125483; 125484, constitute the entire contract.

1) **DEFINITIONS**

<u>Member agencies</u>: The agencies supported by Kenosha Joint Services. These agencies are the Kenosha Sheriff Department (KSD), Kenosha Police Department (KPD), Kenosha Fire Department (KFD), and Kenosha County Fire Departments (KCFD).

<u>Mission critical functionality</u>: Mission critical functionality is that of a system and/or service that has an immediate and direct impact on safety, custody or control to include but not limited to the following systems:

- Computer Aided Dispatch (CAD)
- Jail Management System
- Mobile Computing
- 911 System

<u>Normal business hours</u>: Normal business hours are 8:00 AM – 4:30 PM Monday – Friday exclusive of Saturday and Sunday and holidays as denoted on Addendums B, C, D, and any other days/times as may mutually be agreed between the parties.

<u>Primary system</u>: Tyler Technologies, Public Safety Products, specifically, New World Public Safety Software is considered the primary system.

<u>Priority 1</u>: An outage of a mission critical system and/or service.

<u>Priority 2</u>: The interruption or degradation of a mission critical system and/or service. Operations of that mission critical system and/or service can continue in a restricted fashion although long-term productivity might be adversely affected.

<u>Priority 3</u>: The interruption or degradation of a system and/or service that is not mission critical but essential to conduct normal business in a 24 hours, seven days a week department.

<u>Priority 4</u>: The outage, interruption or degradation of a non-critical system and/or service.

<u>Priority 5</u>: A general usage question or request for service to a non-essential system and/or service.

<u>RFS</u>: Request for service.

<u>Standard system</u>: Systems other than a mission critical system to include application availability, hardware availability and network availability. Examples include but are not limited to:

- TIP/ix Financial System
- Zimbra
- Badger TraCS
- Microsoft Office Suite
- Segments of the Tyler Safety Suite, e.g. LERMS, Alarms, etc.
- CISCO Legacy System Database

2) SCOPE OF SERVICES:

- A. Contractor shall specifically perform the following tasks:
 - Information support services will be provided at the Kenosha Joint Services facilities within the Kenosha County Safety Building, Fleet Maintenance garage, communication backup center and the Kenosha County Detention Center. The Contractor's primary scope of services include but are not limited to the following:
 - Contractor will comply and maintain compliance with the Criminal Justice Information System (CJIS) Version 5.8 or latest version
 - Primary System Support
 - System administration and maintenance programming required to maintain support for the Tyler Technologies Public Safety Products, specifically, New World Public Safety Software
 - Other Key Systems Support
 - Ron Turley Associates Fleet Management Software
 - Financial System (TIP/ix Software Package)
 - CISCO Legacy System Information Database
 - SolarWinds A ticketing system that provides data to include but not limited to:
 - Help desk requests
 - Response times
 - Work times
 - Asset management
 - Project requests
 - Linux server management and support, updates/patches/service pack installation and maintenance
 - Workstation/User/Peripheral Equipment Support
 - Hardware inventory
 - Hardware installation
 - Hardware relocation
 - Installation and configuration of operating system and basic office applications, e.g. Windows
 - Recover/Reset user passwords
 - Installation and configuration of network connectivity, including printers and file sharing
 - Installation of hardware and software updates and patches
 - Installation, configuration and administration of new and/or existing software applications to include software interface(s)

- o Installation and management of anti-virus, spam and spyware/malware software
- Investigation of hardware and operating system problems
- Investigation of software problems with existing software applications
- Break/Fix support for workstations, hardware, software, peripherals and printers
- o Minor maintenance, including periodic cleaning of peripheral equipment
- Printer management
- Virtualization
- Interface maintenance and support to include but not limited to the following:
 - o Badger TraCS Accident Import
 - Badger TraCS Ticket Import
 - Municipal Court Disposition Import
 - CCAP Disposition Import
 - o Jail Website
 - VINE
 - o Livescan
 - o NCIC
 - Receipting Interface to Municipal Court
 - Receipting Interface to KJS Financials
 - o Aramark
 - o GTL (Inmate Phone System)
 - o E-911
 - CAD Paging
 - Imagetrend Pre-Plan Import
 - o Imagetrend
 - o ProQA
 - o Web CAD Monitor
 - PetroVend
 - o eReferral
- Initial Assessment
 - Assessment report detailing the current inventory and network configuration
 - Yearly initial assessment will be completed by April 30, 2021
 - Yearly initial assessment will be completed by April 30, 2022
 - Yearly initial assessment will be completed by April 30, 2023
- Year-end Assessment
 - Assessment report detailing the current inventory and network configuration
 - Year-end assessment will be completed by December 31, 2021
 - Year-end assessment will be completed by December 31, 2022
 - Year-end assessment will be completed by December 31, 2023
- Server Support
 - Server availability monitoring
 - Microsoft patch management
 - Drive space monitoring
 - User account administration
 - File sharing permission administration
 - Security administration
- Network Support
 - Purchasing assistance

- 24 x 7 network monitoring
- Anti-virus management
- Firewall configuration and management
- VPN management
- Backup/Recovery Support
 - Administration and monitoring of back-up jobs
 - o Restoration of data from back-up devices
 - Recovery of lost files
 - Recovery of individual emails
- Equipment Life Cycle Management
 - Procurement assistance for hardware
 - Asset tracking
 - Asset reporting
 - o Warranty tracking
- Helpdesk/electronic ticketing support
- IT services that fall within the mission of Kenosha Joint Services and are mutually agreed upon by the Contractor and Kenosha Joint Services
- Cyber security support and training
- Web-site support
- System reporting to include but not limited to: system availability, first call resolution, incident response time, incident resolution time
- Monthly Contractor/Kenosha Joint Services status meetings
- Contractor will be primarily responsible to manage business relationships between software and hardware providers. Business relationships will be managed with input from the director of Kenosha Joint Services or designee.

Contractor will provide a total of four (4) full-time equivalent (FTE) that will consist of the following staff resources to meet the requirements of the Statement of Services:

- 1 full-time IT Manager/Software Application Analyst
- 1 full-time (FTE) System Administrator
- 1 full-time (FTE) Network Administrator
- 1 full-time (FTE) Helpdesk Technician

One of the FTE positions noted above shall be designated as the New World System Public Safety Software expert by combining the technical and application knowledge of the system administrator and software application analyst. The network administrator, system administrator and software application analyst will be cross-trained on the New World System software and infrastructure to ensure operational continuity and effectively allocate resources for onsite and remote 24/7/365 support.

The New World System Public Safety Software expert's duties will include but not be limited to the following:

- Developing, implementing, and overseeing database policies and procedures to ensure the integrity and availability of databases and their accompanying software
- Evaluate and make recommendation as to version upgrades

- Troubleshoot applications and software between Kenosha Joint Services, member agencies and customer service call center
- Assist end users in the efficient and effective utilization of the New World Software to achieve Kenosha Joint Services' and member agency shared business objectives
- System Performance Monitoring
- Maintain Back-up and Data Recovery Systems
- System Security Maintenance

The specific number of hours for which the Contractor must assign the New World System Public Safety Software expert are to be as reasonably determined between the parties hereto based on need. This time commitment for the New World System Public Safety Software expert will be evaluated at the initial six month review and then yearly thereafter. The time commitment for the New World System Public Safety Software expert will be reasonably sufficient to meet the ordinary and reasonable care usually exercised by one in that profession.

Contractor will provide on-site staff, email helpdesk/electronic ticketing system or telephone coverage to provide support services and address request for services for Kenosha Joint Services' during normal business hours. On-site locations will include but not be limited to the Kenosha County Safety Building, Fleet Maintenance Department located at 1116 57th Street, the off-site communications backup center at 19600 75th Street, Bristol, WI and equipment within the Kenosha County Detention facility, 4777 88th Avenue, Kenosha, WI.

Contractor will provide staff, remote troubleshooting, email helpdesk/electronic ticketing system or telephone coverage to provide support services and address request for services for Kenosha Joint Services on a 7 day a week, 24 hours a day basis.

Contractor will provide via remote and/or on-site staff, in accordance with Response Times as detailed in, Section 2, paragraph (A)(1)(iii) herein.

This coverage is extended to Kenosha Joint Services member agencies (KSD, KPD, KFD, KCFD) for the purpose of providing service for the primary public safety software application. Contractor will investigate and troubleshoot issues reported by the member agencies. If the issue(s) are determined to be third party software or hardware not owned by Kenosha Joint Services, Contractor will report the issue(s) to the designated individual(s) in the member agency. Nothing in this Contract shall require the Contractor to repair or replace any equipment or software not owned or licensed by Kenosha Joint Services.

Contractor will provide Kenosha Joint Services and member agencies (KSD, KPD, KFD, KCFD) with phone numbers for emergency use. The use of these numbers will ensure a response on a 24 hour a day, 7 days a week basis.

i) RESPONSE TIMES AND NOTIFICATION:

Response times apply to the primary system, standard systems and/or hardware owned or operated by Kenosha Joint Services, or member agency. RFS received during normal business hours are likely to have an expedited response; however, Priority 1 RFS will be given precedence

over other RFS. During non-business hours Priority 1 RFS will be given precedence over other RFS.

In the event of a Priority 1 or Priority 2 RFS, communication will be maintained, as practical, between the Contractor, Kenosha Joint Services and the member agencies to keep them updated as to the status of the RFS.

The Contractor will provide email notification and mitigation status of Priority 1 or Priority 2 RFS to the director, assistant director and the manager(s) of the department(s) impacted. Notification to the director, assistant director and the manager(s) will be made within four hours of the contractor's notification of the RFS.

The contractor will make telephone notification to the director and assistant director of a Priority 1 or Priority 2 RFS if the Priority 1 or Priority 2 RFS continues and is unresolved for more than eight hours from the time of the contractor's notification of the RFS.

Priority 1 RFS:

Kenosha Joint Services or member agency will initiate the RFS via email/electronic ticketing system or telephone indicating that there is an outage of a mission critical functionality. The Contractor will acknowledge the receipt to this notification within 30 minutes. The Contractor will via remote or on-site support begin troubleshooting. If the outage cannot be resolved within 30 minutes of the initial notification, on-site staff will be provided, responding within 60 minutes of the initial notification.

Examples of Priority 1 failures include but are not limited to:

- Failure of the primary system that renders the entire system inoperable
- Loss of functionality to a mission critical functionality that renders the CAD, Jail or mobile system inoperable
- Loss of functionality to a system and/or services that renders the CAD, Jail or mobile system inoperable

A root cause analysis will be conducted on every Priority 1 outage.

Priority 2 RFS:

Kenosha Joint Services or member agency will initiate the RFS via email/electronic ticketing system or telephone indicating that there is an interruption or degradation of a mission critical functionality. The Contractor will acknowledge the receipt of this notification within 30 minutes. The Contractor will via remote or on-site support begin troubleshooting. If the interruption or degradation of the system and/or service cannot be resolved within 60 minutes of the initial notification, on-site staff will be provided within 2 hours of the initial notification.

Examples of Priority 2 interruption or degradation of service and/or system include but are not limited to:

- Interruption or degradation of a mission critical system in where the system continues to operate in a restrictive manner, although long term productivity is adversely affected
- Interruption or degradation of a service and/or system in where the service and/or system continue to operate in a restrictive manner, although long term productivity is adversely affected
- Interruption or degradation of service and/or system that impacts the ability of the CAD, Jail or mobile system to continue to effectively operate

Priority 3 RFS:

Kenosha Joint Services or member agency will initiate the RFS via email/electronic ticketing system. Contractor will via remote or on-site staff begin troubleshooting and mitigation within 24 hours of notification.

Examples of Priority 3 request for services include but are not limited to:

- Printer stopped working in a non-critical area but is impacting a department's ability to conduct business (e.g. Printer in Records Department)
- Email not working
- Monitor needs replacing at a 24/7 position (e.g. dispatch console or record clerk's desk)

Priority 4 RFS:

Kenosha Joint Services or member agency will initiate the RFS via email/electronic ticketing system. Contractor will via remote or on-site staff and begin troubleshooting and mitigation within 2 business days.

Examples of Priority 4 request for services include but are not limited to:

- Printer stopped working in a non-critical area (e.g. managers office)
- Monitor needs replacing in the business office (e.g. administration office)

Priority 5 RFS:

Kenosha Joint Services or member agency will initiate the RFS via email/electronic ticketing system. Contractor will via remote or on-site staff begin troubleshooting and mitigation within 5 business days.

Examples of Priority 5 request for services include but are not limited to:

- A request to improve efficiency by moving equipment
- A request to add a new application
- A request to install hardware

ii) **RECLASSIFICATION**

The parties can, by mutual written agreement, reclassify priorities and extend or expedite response times on an as needed basis.

iii) PRIORITY RESPONSE MATRIX AND GUIDELINES

Priority of Request	Initial Response	On-site Presence	Resolution
Priority 1	30 Minutes	60 Minutes	Continues work, resolution goal 4 hours
Priority 2	60 Minutes	2 Hours	Continues work, resolution goal 8 hours
Priority 3	24 Hours	Not Required	Resolution goal within 1 business
Priority 4	2 Business Days	Not Required	Resolution goal within 5 business days
Priority 5	5 Business Days	Not Required	Resolution goal-situation dependent and at the discretion of management

iv) SYSTEM AVAILABILITY

System Availability		
System	Definition	Target Service Level
Mission Critical System	Computer Aided Dispatch (CAD), Jail Management System, Mobil Computing, 911 System	99.9 %
Standard System	Systems other than mission critical system to include application availability, hardware availability and network availability	95 %

a) System Availability Metric for Mission Critical Systems:

For the availability metrics for mission critical system, the Contractor will record all unscheduled outages/Priority 1 RFS. A system is considered available when the entire hardware and software configuration functions without any unscheduled outages or Priority 1 RFS. A system is defined as unavailable when the Contractor is notified of an unscheduled outage/Priority 1 RFS. Should the outage be the responsibility of a third party vendor or the fix be delayed as a result of Kenosha Joint Services or third party vendors' actions, the Contractor will not be expected to meet the target service levels as described. Notwithstanding the forgoing, the Contractor will still be expected to meet the initial response and on-site goals as identified above.

b) System Availability Metric for Standard System:

For availability metric for standard systems, the Contractor will record all unscheduled outages of the standard system. A system is considered available when the entire

hardware and software configuration is fully functional. A system is defined as unavailable when the Contractor is notified of an unscheduled outage or disruption.

Should the outage be the responsibility of a third party vendor, or the fix be delayed as a result of Kenosha Joint Services or third party vendors' actions, the Contractor will not be expected to meet the target service levels as described. Notwithstanding the forgoing, the Contractor will still be expected to meet the initial response and on-site goals as identified above.

Target service levels are system goals by which Kenosha Joint Services seeks to evaluate and maintain availability. Contractor will reasonably work with Kenosha Joint Services and third party vendors to achieve these percentage goals.

- Exceptions to downtime include:
 - Factors outside our control, such as force majeure events
 - Actions of users, such as excess resource consumption and viruses

Uptime percentage:

Amount of time service is available

x 100

Amount of time that has passed

v) OTHER DUTIES:

On a yearly basis the Contractor will track the number of hours for which IT services are performed.

KJS Administration will conduct periodic analysis of data within ticketing system to ensure that vendor is meeting the requirements set forth in the scope of services. This will include but is not limited to Initial Response, On-Site Presence, and Resolution Goals as defined in the scope of services.

Additional and/or alternate metrics may be added to evaluate Kenosha Joint Services IT services. These changes will be dependent upon organizational needs and/or changes in technology. Additional and/or alternate metrics will be changed or added by mutual consent of both parties.

3) <u>COMPENSATION</u>:

Contractor agrees to provide a flat rate fixed price services for each year of this Contract at a rate of \$463,500.00 per year.

Compensation payable under this Contract shall be paid by Kenosha Joint Services on the last day of each month starting on January 31, 2021. Each monthly payment shall be \$38,625.00

4) <u>TERM:</u>

The term of this Contract is for the period of three years, from January 1, 2021 through December 31, 2023.

The Contract may be extended by mutual agreement in one-year intervals for a maximum of six (6) additional years. Compensation of any extension of this Contract will be a subject of negotiations.

5) **DISPUTE RESOLUTION:**

When a genuine dispute arises over an issue related to the Contract between Kenosha Joint Services and the Contractor and it cannot be resolved, either party may submit a request for a dispute resolution to the Kenosha Joint Services Board which may attempt to mediate the dispute. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal.

- a) A party's request for dispute resolution must:
 - 1. Be in writing;
 - 2. State the disputed issues;
 - 3. State the relative positions of the parties;
 - 4. State the Contractors name, address and the Kenosha Joint Services contact;
 - 5. Be delivered, by hand, or mail to the Chairman of the Kenosha Joint Services Board within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she disputes; and
 - 6. Be delivered by hand or mail to the authorized signer or designee of the other party.

The parties agree that there is no requirement to reach a settlement in the mediation of the dispute, but agree that if a settlement is reached during mediation it shall be reduced to writing and shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

If no settlement is reached within forty-five (45) calendar days after delivery of the written notice to the Chairman of the Kenosha Joint Services Board then either party may consider the obligations under this sections fulfilled and proceed to action in a judicial or quasi-judicial tribunal.

6) INDEMNITY AND INSURANCE REQUIREMENTS:

- a) Contractor agrees to indemnify, hold harmless and defend Kenosha Joint Services, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this Contract where such liability is founded upon or occurring out of the acts or omissions of the Contractor, its agents or employees.
- **b)** Contractor agrees to protect itself and Kenosha Joint Services under the indemnity agreement set forth in the above paragraph. Contractor will at all times during the terms of this Contract keep in force and effect commercial general liability, professional liability, automobile liability,

excess/umbrella liability, worker's compensation, and employer's liability insurance policies issued by a company or companies rated A- VII or better by AM Best and authorized to do business in the State of Wisconsin with the following minimum limits of coverage;

i.	Commercial General Liability*+	
	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	 Products - Comp/Op Agg 	\$2,000,000
ii.	Professional Liability*	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
iii.	Automobile Liability	
	Combined Single Limit	\$1,000,000
iv.	Excess/Umbrella Liability⁺	
	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
v.	Worker's Compensation ⁺	Statutory Limits
vi.	Employer's Liability*	
	Each Accident	\$100,000
	Disease Each Employee	\$100,000
	Disease Policy Limit	\$500,000

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

⁺ Provide waiver of subrogation in favor of Kenosha Joint Services on the Commercial General Liability, Excess/Umbrella Liability, and Worker's Compensation policies.

- c) Coverage afforded shall apply as a primary with Kenosha Joint Services named as an additional insured on the commercial general, automobile and excess/umbrella liability policies. Contractor shall give 30 days advance written notice of cancellation or non-renewal during the term of this Contract.
- d) Contractor shall not discontinue or change liability insurance policies in effect during any part of this contract without buying "tail end" insurance to cover potential claims that may have occurred during the term of this Contract. The hold harmless, indemnity and insurance provisions of this Contract shall survive the termination of this Contract and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.
- e) Upon execution of this Contract, the Contractor shall furnish Kenosha Joint Services with a certificate of insurance, showing evidence of the above requirements.

f) Contractor shall notify Kenosha Joint Services immediately upon the commencement of any litigation against Contractor where there is any possibility Kenosha Joint Services may be made a party thereto. Kenosha Joint Services shall notify Contractor immediately upon the commencement of any litigation againt Kenosha Joint Services where there is any possibility Contractor may be made a party thereto.

7) TERMINATION BY CONTRACTOR:

Contractor may, at its option, terminate this Contract upon the failure of the Kenosha Joint Services to pay any amount which may become due hereunder for a period of 45 days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage and Contractor may pursue any other remedies available at law or in equity.

8) BREACH BY CONTRACTOR:

It is mutually agreed the breach of this Contract on Contractor's part will result in irreparable and continuing damage to Kenosha Joint Services for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle Kenosha Joint Services to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances. Any breach of this Contract on Contractor's part may result in termination of the Contract as provided in Section (9) Termination for Violations by Contractor below (subject to such cure provisions as provided therein).

9) TERMINATION FOR VIOLATIONS BY CONTRACTOR:

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, including but not limited to be in compliance with its contractual requirements hereunder and/or its failure to perform its duties hereunder in a reasonably diligent, professional and workmanlike manner in accordance with the performance metrics noted in this Contract, Kenosha Joint Services shall thereupon have the right to conditionally terminate this Contract by giving **15 days written notice** of such intent to terminate this Contract, specifying the alleged violations, and proposed effective date of terminate, Contract shall not be terminated hereunder if, upon receipt of such notice of intent to terminate, the Kenosha Joint Services will only be liable for the reasonable amount of value for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

10) UNRESTRICTED RIGHT OF TERMINATION:

Kenosha Joint Services further reserves the right to terminate this Contract at any time should Kenosha Joint Services Board, City of Kenosha or County of Kenosha fail to appropriate additional monies required for the completion of the Contract.

11) INDEPENDENT CONTRACTOR:

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Kenosha Joint Services or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Contractor attests that he/she or it in fact, regularly performs similar professional services for other customers.

Unless otherwise specified in this Contract the manner in which Contractor performs the services provided for hereunder including work hours, location, and other details of such services, shall be exclusively determined by the Contractor. The Contractor may consider the availability of the facility and the normal working hours of Kenosha Joint Services. Kenosha Joint Services shall have the right to control and direct the results of such services, however, in the performance thereof, Contractor is and shall remain independent (with the obligation solely on the Contractor's part to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income) providing consultation and work product on the matters made the subject thereof. Kenosha Joint Services understands the Contractor will engage in other business or trade for other persons or organization, at Contractor's discretion, during the time Contractor is rendering services for Kenosha Joint Services, providing such outside functions do not in any way restrict Contractor in performing the services provided for in this Contract.

Contractor further agrees that Kenosha Joint Services is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans, etc., which may be extended to employees of Kenosha Joint Services from time to time and further agrees to indemnify and hold harmless Kenosha Joint Services and all its employees, officers and agents from any liability for worker's compensation, unemployment compensation, income tax or social security or FICA contributions, or any or other simialr obligation, and from personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

Contractor agrees that Contractor will not file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of Kenosha Joint Services during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against Kenosha Joint Services on Contractor's behalf, Contractor will request such agency or court to dismiss such matter without fees or costs or any other expense to Kenosha Joint Services.

12) USE OF SUB-CONTRACTORS:

Kenosha Joint Services reserves the right to accept or reasonably reject the use of sub-contractors in the performance of this Contract. If Kenosha Joint Services permits the use of subcontractors, the following will apply:

a) The Contractor is the prime contractor. A prime contractor is the vendor who provides a service and receives a payment for that service. Kenosha Joint Services considers the prime contractor to be the sole point of contact with regards to contratual matters, including the

performance of the services and the payment of any and all charges resulting for contractual obligations.

b) The prime contractor will be responsible for the Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the Contract. If subcontractors are to be used, the Contractor must clearly identify the subcontractor including length of time the subcontractor has been used by the prime contractor and other projects.

The prime contractor shall provide Kenosha Joint Services with the names of any subcontractors used for the performance of any part of this Contract. The existence of the subcontractor does not relieve or reduce the prime contractor of any liability to Kenosha Joint Services for any breach in the performance of the prime contractor's duties. The prime contractor agrees that all subcontractors shall be agents of the prime contractor and the prime contractor agrees to hold harmless and indemnify Kenosha Joint Services, its officers, agents and employees for any loss or damage of any kind occasioned by the acts or omissions of prime contractors, subcontracts, their agents or employees.

Kenosha Joint Services reserves the right of reasonable refusal of any subcontractor hired to perform any part of this Contract. Subcontractors must be pre-approved by Kenosha Joint Services.

13) ASSIGNMENT LIMITATION:

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

14) **PROHIBITED PRACTICES:**

Contractor during the period of this Contract shall not hire, retain or utilize for compensation any member, officer, or employee of the Kenosha Joint Services or any person who, to the knowledge of Contractor, has a conflict of interest. Kenosha Joint Services acknowledges and agrees that it will not directly or indirectly, solicit or hire employees of the Contractor to provide services for Kenosha Joint Services independently, as an employee of Kenosha Joint Services or as an employee of a service provider other than Contractor during the term of this Contract. **Contractor shall obey all state, federal and local laws and regulations.**

15) <u>AUTHORIZATION:</u>

The validity, construction, enforcement and effect of this Contract shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any one of them shall be held invalid by any competent court or agency, this Contract shall be interpreted as if such invalid covenant was not contained herein.

16) OWNERSHIP OF INFORMATION AND EQUIPMENT:

All equipment, materials, software and information information, written, digital, photographic or otherwise, and any derivatives thereof, whether created by Kenosha Joint Services or Contractor, which are currently owned by Kenosha Joint Services, later purchased by Kenosha Joint Services or created

pursuant to the to the duties and services covered under this Contract shall be and remain completely the property of Kenosha Joint Services free and clear of any liens or encumbrances, and no license or other rights to such information is granted to any other person or entity. For purposes of this Contract, "derivatives" shall mean:

- a) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and
- b) for patentable or patented material, creation, design or application, and any improvement thereon.

17) <u>NON-DISCLOSURE AND NON-USE OF INFORMATION AND WORK PRODUCT DEVELOPED BY</u> <u>CONTRACTOR FOR KENOSHA JOINT SERVICES:</u>

Except as expressly agreed, or as provided in Section (19) below or as otherwise required by law, Contractor will not disclose, publish, or disseminate any information it obtains from or develops for Kenosha Joint Services under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of information and work product obtained from or developed for Kenosha Joint Services under this Contract. Contractor agrees not to use, publish or disseminate information and work product for its own or any third party's benefit without the prior written approval of the Kenosha Joint Services.

18) <u>RETURN OF DOCUMENTS:</u>

Within ten (10) business days of receipt of the Kenosha Joint Services written or oral request, Contractor will return all documents, records, and copies thereof it obtained or created during the development of the work product covered by this Contract.

19) PUBLIC RECORD LAW COMPLIANCE:

It is the intention of Kenosha Joint Services to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

a) The Parties acknowledge that Kenosha Joint Services is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Contract are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the Contractor herein shall produce copies of all materials gathered or produced or modified pursuant to this Contract to Kenosha Joint Services, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records relating to services provided under the Contract are created or maintained by, or in the custody of, the Contractor as an independent Contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Contractor agrees to hold Kenosha Joint Services, its agents, officials and employees harmless and to indemnify them and Kenosha Joint Services for all reasonable costs, fees, including all reasonable attorney fees and expense of all

kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Kenosha Joint Services or it agents, officials or employees may expend or be held liable due to the Contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws.

b) Any Public Record Law request received directly by the Contractor related to this Contract with Kenosha Joint Services shall immediately be reported to the contract manager for the Kenosha Joint Services.

20) <u>NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION</u> <u>PROGRAMS:</u>

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees of the Contractor and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by the Kenosha Joint Services, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations. If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, Kenosha Joint Services may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract but, in either event, Contractor may be ineligible to participate in future contracts with Kenosha Joint Services.

21) SECURE FACILITY RESTRICTION:

All employees and sub-contractors of the Contractor who service equipment or perform work in any Kenosha Joint Services' facility under this Contract shall be required to submit to a criminal records background check or security check before beind allowed access to a Kenosha Joint Services' facility. Contractor will be required to submit any requested identifying information for each technician, employee or subcontractor and must provide an updated list of technicians, employees or subcontractors to the authorized signer or designee for Kenosha Joint Services. The background checks and results must be in compliance with Kenosha Joint Services Physical Security policy.

22) NOTICES:

All notices required or permitted under this Contract shall be in writing and shall be deemed received when:

- (a) delivered personally,
- (b) 3 days after having being sent by registered or certified mail, return receipt requested, postage prepaid,
- (c) 1 day after deposit with a commerical express courier specifying next day delivery, with written verification of receipt, or
- (d) sent by confirmed facsimile (followed by the actual document via U.S. mail). All communications shall be sent to the address set forth for each party in the first paragraph of this Contract or to such other address as either party may provide to the other party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

ComSys, Inc.

Kenosha Joint Services of Kenosha

Authorized Signature

Title

In-Print Name

29 <u>2020</u>

<u>Direcro2</u> Title

lom

Print Name

28, 2020 MAY Date

ETHICS COMPLIANCE ADDENDUM

It is agreed and understood by all parties to this Contract that:

1. In addition to ethical standards set forth in Wisconsin Statutes section 19. 59 for all Kenosha Joint Services employees and officials [either elected or appointed] Kenosha Joint Services has adopted an ethics policy that is applicable to Kenosha Joint Services employees in conducting Joint Services business. That policy may be reviewed at:

http://www.co.kenosha.wi.us/corpc/documents/05_CH_ET.pdf

It is further understood that all Joint Services employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.

2. This ethics policy is intended to ensure that public trust in Kenosha Joint Services government is maintained and that decisions affecting the Joint Services and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes:

- the misuse or misappropriation of Joint Services property or funds for personal use or otherwise,
- use or disclosure of confidential information for personal gain or otherwise,
- elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by Joint Services employees,
- the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee,
- and the conducting of personal business or campaigning during working hours.

3. This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This Contract also requires that any party contracting with Kenosha Joint Services also report any such violation to either the District Attorney or Corporation Counsel for Kenosha Joint Services.

4. By executing this Contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former Joint Services official or employee who may have had a role on deciding which proposal or bid will be accepted, and

5. By executing this Contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or anything of value to a current or former Joint Services official or employee or family or household member of a current or former Joint Services official or employee, or in any other manner contrary to law, and

6. The parties acknowledge that Kenosha Joint Services is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this Contract are subject to open discussion and disclosure are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the Joint Services harmless and to indemnify the Joint Services for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the Joint Services may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.

7. That any subsequent finding of a violation of either the Joint Services' ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a current or former Kenosha Joint Services official or employee may result, at the sole option of Kenosha Joint Services, in this Contract being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Kenosha Joint Services for a specified period of time in the future.

d Signature Authorize President Title hryne Print Name 29,2020 Nay

Joint Services of Kenosha, by:

Authorized Signature

DIrector Title

GENTHOR 1 om Print Name

May 28; 2020

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2021 Holiday Schedule

Friday	Jan 1	New Year's Day
Monday	Jan 18	Martin Luther King Day
Friday	Apr 2	Good Friday
Monday	May 31	Memorial Day
Monday	July 5	Independence Day(Obs)
Monday	Sep 6	Labor Day
Thursday	Nov 25	Thanksgiving
Friday	Nov 26	Day after Thanksgiving
Friday	Dec 24	Christmas Eve
Monday	Dec 27	Christmas Day(Obs)
Friday	Dec 31	New Year's Eve



2022 Holiday Schedule

Jan 3	New Year's Day(Obs)
Jan 17	Martin Luther King Day
Apr 15	Good Friday
May 30	Memorial Day
July 4	Independence Day
Sep 5	Labor Day
Nov 24	Thanksgiving
Nov 25	Day after Thanksgiving
Dec 23	Christmas Eve(Obs)
Dec 26	Christmas Day(Obs)
Dec 30	New Year's Eve(Obs)
	Jan 17 Apr 15 May 30 July 4 Sep 5 Nov 24 Nov 25 Dec 23 Dec 26



2023 Holiday Schedule

Monday	Jan 2	New Year's Day(Obs)
Monday	Jan 16	Martin Luther King Day
Friday	Apr 7	Good Friday
Monday	May 29	Memorial Day
Tuesday	July 4	Independence Day
Monday	Sep 4	Labor Day
Thursday	Nov 23	Thanksgiving
Friday	Nov 24	Day after Thanksgiving
Friday	Dec 23	Christmas Eve(Obs)
Monday	Dec 25	Christmas Day
Friday	Dec 29	New Year's Eve(Obs)

INVOICE

ComSys, Inc.

6021 Durand Avenue Suite 400 Mount Pleasant, WI 53406 Phone: (262) 880-3740

INVOICE #	DATE
125482	5/19/2020

BILL TO

Mr. Tom Genthner Kenosha Joint Services 1000 55th Street Kenosha, WI 53140

DESCRIPTION		AMOUNT
Technology Support Services (January 1, 2021 – December 31, 2021)		463,500.00
		3
Thank you for your business!	TOTAL	\$ 463,500.00

If you have any questions about this invoice, please contact Kathryne Mcauliffe (262) 880-3740

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ComSys, Inc.

6021 Durand Avenue Suite 400 Mount Pleasant, WI 53406 Phone: (262) 880-3740

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DESCRIPTION	AMOUNT
Technology Support Services (January 1, 2023 – December 31, 2023)	463,500.00

If you have any questions about this invoice, please contact Kathryne Mcauliffe (262) 880-3740

2022 REQUEST FOR TRANSFER OF BUDGETED FUNDS

COMMUNICATIONS		TRANSFER TO			
Acct Number	Acct Title		Amount	Original Amount	Amended BGT Amount Reason
150-01-50002-105	Overtime		\$7,624.44	\$411,970.73	\$419,595.17
		Total	\$7,624.44		
			TRANSFER FROM	<u> </u>	
150-01-50002-101	Salaries		\$7,624.44	\$2,064,689.27	\$2,057,064.83
		Total	\$7,624.44		
Reason:	YE - Overtime	for 12/25 - 12/3	1/2022. Transferred	l after Feb Board ı	neeting.
				<u>Joshua Nielsen</u> Manager's Signat	ure
Funds ARE available	e	X	_	Funds are not ava	ailable
Reviewed by Finance Asst FH Initials		_	3/2/2023 Date		
Approved by Director JN Initials		_	3/2/2023 Date		
Board Notified if under \$5000			Date	-	

AMENDMENT # _ 22-10

2022 REQUEST FOR TRANSFER OF BUDGETED FUNDS

RECORDS			TRANSFER TO		
Acct Number	Acct Title		Amount	Original Amount	Amended BGT Amount Reason
150-01-50003-105	Overtime		\$1,595.95	\$45,012.08	\$46,608.03
		Total	\$1,595.95		
			TRANSFER FROM		
150-01-50003-101	Salaries		\$1,595.95	\$1,099,250.92	\$1,097,654.97
		Total	\$1,595.95		

Reason: YE - Overtime for 12/25 - 12/31/2022. Transferred after Feb Board meeting.

<u>Joshua Nielsen</u> Manager's Signature

Funds ARE available

Reviewed by Finance Asst

Approved by Director

Board Notified if under \$5000

Х

FH Initials JN Initials Funds are not available _____

3/2/2023 Date 3/2/2023 Date

Date

AMENDMENT # 22-11

2022 REQUEST FOR TRANSFER OF BUDGETED FUNDS

COMMUNICATIONS			TRANSFER TO		
Acct Number	Acct Title		Amount	Original Amount	Amended BGT Amount Reason
150-01-50002-212	Service Contrac	ts	\$111.33	\$56,390.07	\$56,501.40
		Total	\$111.33		
			TRANSFER FRO	M	
150-01-50002-213	Repair Expense	1	\$111.33	\$5,500.00	\$5,388.67
		Total	\$111.33		
Reason:			inds to cover anothes was received.	her overage and a	last minute
				<u>Joshua Nielsen</u> Manager's Signa	ure
Funds ARE available	9	Х	_	Funds are not av	ailable
Reviewed by Finance Asst FH Initials		_	3/14/2023 Date	-	
Approved by Director JN Initials		-	3/14/2023 Date	-	
Board Notified if und	er \$5000			3/28/2023 Date	-

AMENDMENT # _ 22-12

2022 REQUEST FOR TRANSFER OF BUDGETED FUNDS

ADMIN SERVICES			TRANSFER TO		
Acct Number	Acct Title		Amount	Original Amount	Amended BGT Amount Reason
150-01-50004-216	Payroll Expense	•	\$841.50	\$15,672.00	\$16,513.50
		Total	\$841.50		
			TRANSFER FROM		
150-01-50004-225	Recruitment		\$841.50	\$5,230.00	\$4,388.50
		Total	\$841.50		

Reason: YE - Previously transferred funds to cover another overage. Transferring funds back to cover a December invoice paid in the current year.

<u>Joshua Nielsen</u> Manager's Signature

 Funds ARE available
 X

 Reviewed by Finance Asst
 FH

 Initials
 Initials

 Approved by Director
 JN

 Board Notified if under \$5000
 Initials

Funds are not available _____

3/14/2023 Date 3/14/2023 Date 3/28/2023 Date

AMENDMENT # _ 22-13

2022 REQUEST FOR TRANSFER OF BUDGETED FUNDS

FLEET MAINTENANCE		TRANSFER TO			
Acct Number	Acct Title		Amount	Original Amount	Amended BGT Amount Reason
150-01-50006-304	Equip Maintenance		\$765.00	\$1,917.39	\$2,682.39
		Total	\$765.00		
			TRANSFER FROM		
150-01-50006-211	Training		\$765.00	\$3,549.00	\$2,784.00
		Total	\$765.00		
_				_	

Reason: YE - Previously transferred funds to cover another overage. Transferring funds back to cover a December invoice paid in the current year.

<u>Joshua Nielsen</u> Manager's Signature

Funds ARE available	X	Funds are not available
Reviewed by Finance Asst	<u>FH</u> Initials	3/14/2023 Date
Approved by Director	JN	3/14/2023
Board Notified if under \$5000	Initials	Date 3/28/2023
		Date

AMENDMENT # 22-14