



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

A G E N D A

KENOSHA JOINT SERVICES BOARD MEETING

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

Kenosha Joint Services Training Room 1216

August 1, 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. Items for Board Review and Action
 - a. Contract with Comsys, Inc.
- V. Board Member Comments
- VI. Adjournment

KENOSHA JOINT SERVICES
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT entered into this ____ day of _____, ~~2020~~2023, 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, **Addendum A** -Ethics Compliance Addendum, **Addendum B** - ~~2021~~2024 Holiday Schedule, **Addendum C** - ~~2022~~2025 Holiday Schedule, **Addendum D** - ~~2023~~2026 Holiday Schedule and **Addendum E** - ComSys, Inc. Invoice #s ~~125482; 125483; 125484~~ 125485; 125486; 125487; , constitute the entire contract.

1) DEFINITIONS

Member agencies: 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).

Mission critical functionality: 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

Normal business hours: 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.

Primary system: Tyler Technologies, Public Safety Products, specifically, ~~New World Enterprise~~ Public Safety Software (referred to as New World) is considered the primary system.

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

Priority 2: 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.

Priority 3: 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.

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

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

RFS: Request for service.

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

- Enterprise Resources System (ERP)
- 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
- DataWorks Livescan System
- RTA Fleet Management Software
- Digital Evidence Management Software

2) **SCOPE OF SERVICES:**

A. Contractor shall specifically perform the following tasks:

1) 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, Tyler Technologies Enterprise Public Safety (New World Public Safety Software)
- Other Key Systems Support
 - ~~Ron Turley Associates Fleet Management Software~~
 - Financial System (TIP/ix Software Package or ERP)
 - 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)
 - 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

- Minor maintenance, including periodic cleaning of peripheral equipment
- Printer management
- Virtualization
- Interface maintenance and support to include but not limited to the following:
 - Badger TraCS Accident Import
 - Badger TraCS Ticket Import
 - Municipal Court Disposition Import
 - CCAP Disposition Import
 - Jail Website
 - VINE
 - Livescan
 - NCIC
 - Receipting Interface to Municipal Court
 - Receipting Interface to Kenosha Joint Services Financials
 - ~~Aramark~~ Inmate Commissary
 - ~~GTL~~ (Inmate Phone System)
 - E-911
 - CAD Paging
 - Imagetrend Pre-Plan Import
 - Imagetrend
 - ProQA
 - Web CAD Monitor
 - PetroVend
 - eReferral
 - Bodyworn CAD Interface
- Initial Annual Assessment
 - Assessment report detailing the current inventory and network configuration
 - Yearly initial assessment will be completed by April 30, 2024
 - Yearly initial assessment will be completed by April 30, 2025
 - Yearly initial assessment will be completed by April 30, 2026
- ~~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
 - Virtualization
- 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
- 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
 - 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

Contractor will provide staffing that consist of one (1) Full-Time Equivalent (FTE) IT Manager/Software Application Analyst and additional staff commensurate with three (3) FTE's with suitable training, education, experience and skill to meet the requirements of the Scope of Services. The Contractor is responsible for ensuring staff fills the roles of Systems Administrator, Network Administrator, and Helpdesk Support.

One of the ~~FTE positions employees~~ 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 employees~~ 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 connections to the New World Public Safety database and the accompanying public safety 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 annually~~. 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, Kenosha, WI 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)(l)(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 and a report filed with the Director of Kenosha Joint Services.

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~~60 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	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 %
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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:

$$\frac{\text{Amount of time service is available}}{\text{Amount of time that has passed}} \times 100$$

v) OTHER DUTIES:

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

Kenosha Joint Services 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) COMPENSATION:

Contractor agrees to provide ~~a flat rate fixed price~~ services for each year of this Contract at a rate of \$486,675 for 2024, \$511,009 for 2025, and \$536,560 for 2026. a rate of \$463,500.00 per year. This represents a 5% increase for each year.

Compensation payable under this Contract shall be paid monthly by Kenosha Joint Services on the last business day of each month starting on January 31, ~~2024~~2021. Each monthly payment shall be calculated by dividing the annual cost for the given year by 12.

4) TERM:

The term of this Contract is for the period of three years, ~~from commencing~~ January 1, ~~2024~~2021 ~~through and~~ expiring on December 31, ~~2026~~2023.

This contract can not be extended without an RFP conducted by Joint Services. An RFP will be issued during the third year of this contract (2026).

~~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.) Errors and Omissions Liability \$2,000,000

a. Coverage to include Cyber Liability (Privacy & Network) within this policy, by endorsement, or provide a separate stand-alone policy with \$1,000,000 in limits

- ii.)iii.) Professional Liability*
 - Each Occurrence \$1,000,000
 - General Aggregate \$1,000,000

- iii.)iv.) Automobile Liability
 - Combined Single Limit \$1,000,000

- iv.)v.) Excess/Umbrella Liability+
 - Each Occurrence \$1,000,000
 - Aggregate \$1,000,000

v.)vi.) Worker's Compensation+ Statutory Limits

- vi.)vii.) 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 against Kenosha Joint Services where there is any possibility Contractor may be made a party thereto.
- ~~g) Kenosha Joint Services agrees to indemnify, hold harmless and defend Contractor, 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 Kenosha Joint Services, its officers, agents and/or employees.~~
- ~~f)h) This hold harmless and indemnity provision 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.~~

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 forty-five (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.

Contractor may terminate this contract for any reason or no reason effective upon delivery of one (1) year written notice to the Director of Kenosha Joint Services.

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).

Notwithstanding anything to the contrary in this Agreement, Contractor shall be held harmless and not in breach of this contract if issues with the primary system, standard systems and/or hardware owned by Kenosha Joint Services, arise due to Kenosha Joint Services' failure to timely notify Contractor of system issues that need Contractor's attention; or that arise from Kenosha Joint Services, having an employee, representative, agent, or third party person other than the Contractor performs work on the system without giving the Contractor the opportunity to inspect, repair or resolve the system issue itself.

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 termination. This Contract shall not be terminated hereunder if, upon receipt of such notice of intent to terminate, Contractor promptly cures the alleged violation prior to the end of the 15 day period. In the event of termination, 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 for an upcoming Contract Year, which such termination shall be effective on December 31st of the ongoing Contract Year, at any time should if Kenosha Joint Services Board, City of Kenosha or County of Kenosha fails to appropriate additional-sufficient monies required for performance -the completion- of the Contract for the following contract year. In order to terminate the Contract pursuant to this paragraph, Kenosha Joint Services Board shall provide written notice to the Contractor following the approval of the

budgets by each governing body.

Furthermore, Kenosha Joint Services or Contractor may terminate this contract for convenience at any time, with or without cause, without incurring penalties or costs, by providing one-hundred twenty (120) day written notice to the Director of Joint Services and/or to ComSys, Inc. Any such notice shall be in writing and delivered pursuant to Section 22 of this Agreement. For the avoidance of doubt, the parties have included this provision addressing the parties' unrestricted right of termination deliberately and intentionally. Notice of termination provided pursuant to this provision is not a basis for breach of this Agreement.

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 similar 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 contractual 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. AUTHORIZATION:

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, 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.

All equipment owned by the Contractor shall be removed from Kenosha Joint Services upon termination of this Contract. A list of equipment shall be kept current by the Contractor and on file with Kenosha Joint Services Administration.

17. NON-DISCLOSURE AND NON-USE OF INFORMATION AND WORK PRODUCT DEVELOPED BY CONTRACTOR FOR KENOSHA JOINT SERVICES:

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. RETURN OF DOCUMENTS:

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 Case Law, 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 its 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. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS:

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 being 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.

Contractor shall not divulge to any third parties any Network ID or password or any information regarding the Network provided to them including, without limitation, the Network topology, configuration, and/or security systems. Contractor and its employees shall comply with Kenosha Joint Services policies relating to physical and information systems security, as published from time to time by Kenosha Joint Services and made available to the Contractor.

Contractor shall ensure that no unauthorized persons are using Network IDs and passwords assigned to the Contractor and its employees. If Contractor becomes aware that any party has obtained unauthorized access to the Network from Contractor's connection to the Network, or if any Contractor employee who has been provided access to the Network ceases employment with Contractor, Contractor shall promptly notify Kenosha Joint Services and ensure the employee's access is revoked. Contractor shall be responsible for all damages, expenses, losses and liabilities resulting from any unauthorized use of Contractor's Network ID and password due to a wrongful act or a negligent failure to act by Contractor or its employees.

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 commercial 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

Authorized Signature

Title

Title

Print Name

Print Name

Date

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](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.

ComSys, Inc.

Kenosha Joint Services of Kenosha

Authorized Signature

Authorized Signature

Title

Title

Print Name

Print Name

Date

Date



2024 Holiday Schedule

Monday	Jan 1	New Year's Day
Monday	Jan 15	Martin Luther King Jr. Day
Friday	Mar 29	Good Friday
Monday	May 27	Memorial Day
Wednesday	Jun 19	Juneteenth Day
Thursday	Jul 4	Independence Day
Monday	Sep 2	Labor Day
Thursday	Nov 28	Thanksgiving Day
Friday	Nov 29	Day after Thanksgiving
Tuesday	Dec 24	Christmas Eve
Wednesday	Dec 25	Christmas Day
Tuesday	Dec 31	New Year's Eve



2025 Holiday Schedule

Wednesday	Jan 1	New Year's Day
Monday	Jan 20	Martin Luther King Jr. Day
Friday	Apr 18	Good Friday
Monday	May 26	Memorial Day
Thursday	Jun 19	Juneteenth Day
Friday	Jul 4	Independence Day
Monday	Sep 1	Labor Day
Thursday	Nov 27	Thanksgiving Day
Friday	Nov 28	Day after Thanksgiving
Wednesday	Dec 24	Christmas Eve
Thursday	Dec 25	Christmas Day
Wednesday	Dec 31	New Year's Eve



2026 Holiday Schedule

Thursday	Jan 1	New Year's Day
Monday	Jan 19	Martin Luther King Jr. Day
Friday	Apr 3	Good Friday
Monday	May 25	Memorial Day
Friday	Jun 19	Juneteenth Day
Friday	Jul 3	Independence Day (Obs)
Monday	Sep 7	Labor Day
Thursday	Nov 26	Thanksgiving Day
Friday	Nov 27	Day after Thanksgiving
Thursday	Dec 24	Christmas Eve
Friday	Dec 25	Christmas Day
Thursday	Dec 31	New Year's Eve

ComSys, Inc.

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

INVOICE

INVOICE #	DATE
125485	6/22/2023

BILL TO

Mr. Josh Nielsen
 Kenosha Joint Services
 1000 55th Street
 Kenosha, WI 53140

DESCRIPTION	AMOUNT
Technology Support Services (January 1, 2024 – December 31, 2024)	486,675.00
<i>Thank you for your business!</i>	TOTAL \$ 486,675.00

If you have any questions about this invoice, please contact
 Kathy McAuliffe (252) 880-3740

ComSys, Inc.

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

INVOICE

INVOICE #	DATE
125486	6/22/2023

BILL TO

Mr. Josh Nielsen
 Kenosha Joint Services
 1000 55th Street
 Kenosha, WI 53140

DESCRIPTION	AMOUNT
Technology Support Services (January 1, 2025 – December 31, 2025)	511,009.00
<i>Thank you for your business!</i>	TOTAL \$ 511,009.00

If you have any questions about this invoice, please contact
 Kathy McAuliffe (252) 880-3740

ComSys, Inc.

6021 Durand Avenue, Suite 400
 Mount Pleasant, WI 53408
 Phone: (262) 880-3740

INVOICE

INVOICE #	DATE
125487	6/22/2023

BILL TO

Mr. Josh Nielsen
 Kenosha Joint Services
 1000 55th Street
 Kenosha, WI 53140

DESCRIPTION	AMOUNT
Technology Support Services (January 1, 2026 – December 31, 2028)	538,560.00
<i>Thank you for your business!</i>	TOTAL \$ 536,560.00

If you have any questions about this invoice, please contact
 Kathy McAuliffe (252) 880-3740

KENOSHA JOINT SERVICES
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT entered into this ____ day of _____, 2023, 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, **Addendum A** -Ethics Compliance Addendum, **Addendum B** - 2024 Holiday Schedule, **Addendum C** - 2025 Holiday Schedule, **Addendum D** - 2026 Holiday Schedule and **Addendum E** - ComSys, Inc. Invoice #s 125485; 125486,125487; constitute the entire contract.

1) DEFINITIONS

Member agencies: 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).

Mission critical functionality: 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

Normal business hours: 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.

Primary system: Tyler Technologies, Public Safety Products, specifically, Enterprise Public Safety Software (referred to as New World) is considered the primary system.

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

Priority 2: 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.

Priority 3: 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.

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

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

RFS: Request for service.

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

- Enterprise Resources System (ERP)
- TIP/ix Financial System
- Zimbra
- Microsoft Office Suite
- Segments of the Tyler Safety Suite, e.g. LERMS, Alarms, etc.
- CISCO Legacy System Database
- DataWorks Livescan System
- RTA Fleet Management Software
- Digital Evidence Management Software

2) **SCOPE OF SERVICES:**

A. Contractor shall specifically perform the following tasks:

- 1) 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, Tyler Technologies Enterprise Public Safety (New World Public Safety Software)
 - Other Key Systems Support
 - Financial System (TIP/ix Software Package or ERP)
 - 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)
 - 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
 - Minor maintenance, including periodic cleaning of peripheral equipment

- Printer management
- Virtualization
- Interface maintenance and support to include but not limited to the following:
 - Badger TraCS Accident Import
 - Badger TraCS Ticket Import
 - Municipal Court Disposition Import
 - CCAP Disposition Import
 - Jail Website
 - VINE
 - Livescan
 - NCIC
 - Receipting Interface to Municipal Court
 - Receipting Interface to Kenosha Joint Services Financials
 - Inmate Commissary
 - Inmate Phone System
 - E-911
 - CAD Paging
 - Imagetrend Pre-Plan Import
 - Imagetrend
 - ProQA
 - Web CAD Monitor
 - PetroVend
 - eReferral
 - Bodyworn CAD Interface
- Annual Assessment
 - Assessment report detailing the current inventory and network configuration
 - Yearly initial assessment will be completed by April 30, 2024
 - Yearly initial assessment will be completed by April 30, 2025
 - Yearly initial assessment will be completed by April 30, 2026
- Server Support
 - Server availability monitoring
 - Microsoft patch management
 - Drive space monitoring
 - User account administration
 - File sharing permission administration
 - Security administration
 - Virtualization
- 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
 - 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
- 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 staffing that consist of one (1) Full-Time Equivalent (FTE) IT Manager/Software Application Analyst and additional staff commensurate with three (3) FTE's with suitable training, education, experience and skill to meet the requirements of the Scope of Services. The Contractor is responsible for ensuring staff fills the roles of Systems Administrator, Network Administrator, and Helpdesk Support.

One of the employees 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 employees 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 database connections to the New World Public Safety database and the accompanying public safety 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 annually. 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, Kenosha, WI 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)(l)(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 and a report filed with the Director of Kenosha Joint Services.

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 60 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	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:

$$\frac{\text{Amount of time service is available}}{\text{Amount of time that has passed}} \times 100$$

v) OTHER DUTIES:

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

Kenosha Joint Services 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) COMPENSATION:

Contractor agrees to provide services for each year of this Contract at a rate of \$486,675 for 2024, \$511,009 for 2025, and \$536,560 for 2026. This represents a 5% increase for each year.

Compensation payable under this Contract shall be paid monthly by Kenosha Joint Services on the last business day of each month starting on January 31, 2024. Each monthly payment shall be calculated by dividing the annual cost for the given year by 12.

4) TERM:

The term of this Contract is for the period of three years, commencing January 1, 2024 and expiring on December 31, 2026.

This contract can not be extended without an RFP conducted by Joint Services. An RFP will be issued during the third year of this contract (2026).

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 Contractor's 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 section 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.)	Errors and Omissions Liability	\$2,000,000
	a. Coverage to include Cyber Liability (Privacy & Network) within this policy, by endorsement, or provide a separate stand-alone policy with \$1,000,000 in limits	
iii.)	Professional Liability*	
	• Each Occurrence	\$1,000,000
	• General Aggregate	\$1,000,000
iv.)	Automobile Liability	
	• Combined Single Limit	\$1,000,000
v.)	Excess/Umbrella Liability+	
	• Each Occurrence	\$1,000,000
	• Aggregate	\$1,000,000
vi.)	Worker's Compensation+	Statutory Limits
vii.)	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 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 against 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 forty-five (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).

Notwithstanding anything to the contrary in this Agreement, Contractor shall be held harmless and not in breach of this contract if issues with the primary system, standard systems and/or hardware owned by Kenosha Joint Services, arise due to Kenosha Joint Services' failure to timely notify Contractor of system issues that need Contractor's attention; or that arise from Kenosha Joint Services, having an employee, representative, agent, or third party person other than the Contractor performs work on the system without giving the Contractor the opportunity to inspect, repair or resolve the system issue itself.

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 termination. This Contract shall not be terminated hereunder if, upon receipt of such notice of intent to terminate, Contractor promptly cures the alleged violation prior to the end of the 15 day period. In the event of termination, 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 for an upcoming Contract Year, which such termination shall be effective on December 31st of the ongoing Contract Year, if Kenosha Joint Services Board, City of Kenosha or County of Kenosha fails to appropriate sufficient monies required for performance of the Contract for the following contract year. In order to terminate the Contract pursuant to this paragraph, Kenosha Joint Services Board shall provide written notice to the Contractor following the approval of the budgets by each governing body.

Furthermore, Kenosha Joint Services or Contractor may terminate this contract for convenience at any time, with or without cause, without incurring penalties or costs, by providing one-hundred twenty (120) day written notice to the Director of Joint Services and/or to ComSys, Inc. Any such notice shall be in writing and delivered pursuant to Section 22 of this Agreement. For the avoidance of doubt, the parties have included this provision addressing the parties' unrestricted right of termination deliberately and intentionally. Notice of termination provided pursuant to this provision is not a basis for breach of this Agreement.

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 similar 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 contractual 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. AUTHORIZATION:

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, 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.

All equipment owned by the Contractor shall be removed from Kenosha Joint Services upon termination of this Contract. A list of equipment shall be kept current by the Contractor and on file with Kenosha Joint Services Administration.

17. NON-DISCLOSURE AND NON-USE OF INFORMATION AND WORK PRODUCT DEVELOPED BY CONTRACTOR FOR KENOSHA JOINT SERVICES:

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. RETURN OF DOCUMENTS:

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 Case Law, 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 its 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. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS:

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 being 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.

Contractor shall not divulge to any third parties any Network ID or password or any information regarding the Network provided to them including, without limitation, the Network topology, configuration, and/or security systems. Contractor and its employees shall comply with Kenosha Joint Services policies relating to physical and information systems security, as published from time to time by Kenosha Joint Services and made available to the Contractor.

Contractor shall ensure that no unauthorized persons are using Network IDs and passwords assigned to the Contractor and its employees. If Contractor becomes aware that any party has obtained unauthorized access to the Network from Contractor's connection to the Network, or if any Contractor employee who has been provided access to the Network ceases employment with Contractor, Contractor shall promptly notify Kenosha Joint Services and ensure the employee's access is revoked. Contractor shall be responsible for all damages, expenses, losses and liabilities resulting from any unauthorized use of Contractor's Network ID and password due to a wrongful act or a negligent failure to act by Contractor or its employees.

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 commercial 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

Authorized Signature

Title

Title

Print Name

Print Name

Date

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.

ComSys, Inc.

Kenosha Joint Services of Kenosha

Authorized Signature

Authorized Signature

Title

Title

Print Name

Print Name

Date

Date



2024 Holiday Schedule

Monday	Jan 1	New Year's Day
Monday	Jan 15	Martin Luther King Jr. Day
Friday	Mar 29	Good Friday
Monday	May 27	Memorial Day
Wednesday	Jun 19	Juneteenth Day
Thursday	Jul 4	Independence Day
Monday	Sep 2	Labor Day
Thursday	Nov 28	Thanksgiving Day
Friday	Nov 29	Day after Thanksgiving
Tuesday	Dec 24	Christmas Eve
Wednesday	Dec 25	Christmas Day
Tuesday	Dec 31	New Year's Eve



2025 Holiday Schedule

Wednesday	Jan 1	New Year's Day
Monday	Jan 20	Martin Luther King Jr. Day
Friday	Apr 18	Good Friday
Monday	May 26	Memorial Day
Thursday	Jun 19	Juneteenth Day
Friday	Jul 4	Independence Day
Monday	Sep 1	Labor Day
Thursday	Nov 27	Thanksgiving Day
Friday	Nov 28	Day after Thanksgiving
Wednesday	Dec 24	Christmas Eve
Thursday	Dec 25	Christmas Day
Wednesday	Dec 31	New Year's Eve



2026 Holiday Schedule

Thursday	Jan 1	New Year's Day
Monday	Jan 19	Martin Luther King Jr. Day
Friday	Apr 3	Good Friday
Monday	May 25	Memorial Day
Friday	Jun 19	Juneteenth Day
Friday	Jul 3	Independence Day (Obs)
Monday	Sep 7	Labor Day
Thursday	Nov 26	Thanksgiving Day
Friday	Nov 27	Day after Thanksgiving
Thursday	Dec 24	Christmas Eve
Friday	Dec 25	Christmas Day
Thursday	Dec 31	New Year's Eve

ComSys, Inc.

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

INVOICE

INVOICE #	DATE
125485	6/22/2023

BILL TO

Mr. Josh Nielsen
 Kenosha Joint Services
 1000 55th Street
 Kenosha, WI 53140

DESCRIPTION	AMOUNT
Technology Support Services (January 1, 2024 – December 31, 2024)	486,675.00
<i>Thank you for your business!</i>	TOTAL \$ 486,675.00

If you have any questions about this invoice, please contact
 Kathy McAuliffe (252) 880-3740

ComSys, Inc.

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

INVOICE

INVOICE #	DATE
125486	6/22/2023

BILL TO

Mr. Josh Nielsen
 Kenosha Joint Services
 1000 55th Street
 Kenosha, WI 53140

DESCRIPTION	AMOUNT
Technology Support Services (January 1, 2025 – December 31, 2025)	511,009.00
<i>Thank you for your business!</i>	TOTAL \$ 511,009.00

If you have any questions about this invoice, please contact
 Kathy McAuliffe (252) 880-3740

ComSys, Inc.

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

INVOICE

INVOICE #	DATE
125487	6/22/2023

BILL TO

Mr. Josh Nielsen
 Kenosha Joint Services
 1000 55th Street
 Kenosha, WI 53140

DESCRIPTION	AMOUNT
Technology Support Services (January 1, 2026 – December 31, 2026)	536,560.00
<i>Thank you for your business!</i>	
TOTAL	\$ 536,560.00

If you have any questions about this invoice, please contact
 Kathy McAuliffe (252) 880-3740