



NOTE: This is a Teleconference

UPDATED
4/6/2021

**ROCK COUNTY BOARD OF SUPERVISORS' MEETING
THURSDAY, APRIL 8, 2021 – 6:00 P.M.**

WATCH VIA YOUTUBE:

<https://www.youtube.com/channel/UCcGhCAgg7M8721fnSaYU29Q/>

If you are interested in providing public comments on items on this agenda, you must submit your comments by noon on Thursday, April 8, 2021. To submit public comment use the following link: <https://www.co.rock.wi.us/public-comment-request>. At this meeting, the County Board will allow live public comment up to a total of 40 minutes.

Agenda

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CONSENT AGENDA
 - A. ADOPTION OF AGENDA
 - B. APPROVAL OF MINUTES – March 25, 2021
 - C. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
 - 1) Appointments to Board of Health
 - D. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
 - 1) Recognizing Optical Imaging Specialist Linda K. Nash
 - 2) Proclaiming Correctional Employees Week
 - E. OTHER
 - 1) Eliminating One I.T. Support Specialist Position and Adding One Administrative Secretary Position in the Information Technology Department
 - 2) Authorizing Purchase of 2021 Avatar Netsmart Licenses for the Rock County Human Services Department
 - 3) Authorizing Purchase of Hosted Personality Software
 - 4) Awarding the Contract for Exterior Wall Restoration at the Jail
 - 5) Awarding the Contract for Exterior Wall Restoration at the Courthouse
 - 6) Authorizing A One - Year Agreement with The City of Janesville for the Hazardous Materials Response Team
5. PUBLIC HEARING
6. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
7. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
8. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
 - A. Recognizing Carla Buchanan For Service to Rock County
 - B. Proclaiming April 22 – April 25, 2021 As YWCA Stand Against Racism Days
9. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE

ROCK COUNTY BOARD OF SUPERVISORS

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10. REPORTS
 - A. Report on 2021 Aging Plan
11. NEW BUSINESS
 - A. SUPPLEMENTARY APPROPRIATIONS AND BUDGET CHANGES - ROLL CALL
 - 1) Request to Purchase Harris XL-200M Control Station Radios and Amending the 2021 Budget
 - 2) Carryover Of 2020 Budget Appropriations To 2021
 - B. CONTRACTS – ROLL CALL
 - 1) Retaining Commercial Real Estate Broker for the Sale of County Owned Property Located at 1900 Center Ave
 - C. Amended- Adopting Goals for Energy Conservation and Energy Independence
 - D. Directing Rock County Staff to Explore the Feasibility of Creating Programs to Address Nitrate Mitigation in Rock County’s Groundwater (UPDATED)**
12. ADJOURNMENT

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail countyadmin@co.rock.wi.us at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

COUNTY, WISCONSIN
 Office of the Rock County Clerk
 51 South Main Street
 Janesville, WI 53545



Office: (608) 757-5660
 Fax: (608) 757-5662
www.co.rock.wi.us

Lisa Tollefson, Rock County Clerk

PROCEEDINGS OF THE
 ROCK COUNTY BOARD OF SUPERVISORS

Janesville, Wisconsin
 March 25, 2021

The Rock County Board of Supervisors met, pursuant to adjournment on March 11, 2021, at 6:00 p.m. in the Courthouse at Janesville, Wisconsin.

Chair Rich Bostwick called the teleconference meeting to order. Supervisor Richard gave the invocation.

3. Roll Call.

At roll call, Supervisors Aegerter, Beaver, Bomkamp, Pam Bostwick, Brien, Davis, Fox, Gustina, Knudson, Lokrantz, Mawhinney, Mulligan, Peer, Podzilni, Potter, Rashkin, Richard, Rynes, Schulz, Stevens, Sweeney, Taylor, Wilde, Williams, Wilson, Yeomans and Rich Bostwick were present. Supervisors Homan and Leavy were absent. PRESENT – 27. ABSENT – 2.

Due to technical difficulties Supervisor Homan was unable to be heard during the meeting.

QUORUM PRESENT

4. CONSENT AGENDA

A. ADOPTION OF AGENDA

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CONSENT AGENDA

A. ADOPTION OF AGENDA

B. APPROVAL OF MINUTES – March 11, 2021

C. NOMINATIONS, APPOINTMENTS AND CONFIRMATION

1) Appointment to Rock County Housing Authority

Position: Member of the Rock County Housing Authority

New Appointment: Kathy Schulz

Effective: March 25, 2021

D. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS

1) Proclaiming April 2021 National County Government Month “Counties Matter”

E. OTHER

1) Authorizing Purchase of New Playground Structure for Sweet-Allyn County Park
 Resolution No. 21-3B-208

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board duly assembled this 25th day of March 2021 that a Purchase Order be issued to BCI Burke Company, LLC Fond Du Lac, Wisconsin for \$38,972.82 for the purchase and installation of a playground structure at Sweet-Allyn Park.

2) Authorizing Acceptance of 2021 SSM Health Mini Grant & Amending the 2021 Sheriff's Office Budget Resolution No. 21-3B-209

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 25th day of March 2021, that the Rock County Sheriff is

authorized to accept funds under the 2021 SSM Health Mini Grant and,
BE IT FURTHER RESOLVED, that the 2021 budget be amended as follows:

<u>Account Description</u> <u>Account Number</u> <u>Source of Funds</u>	<u>Budget</u> <u>03/09/2021</u>	<u>Amount</u> <u>Incr (Decr)</u>	<u>Amended</u> <u>Budget</u>
Other Grants 21-2167-1000-46002	\$0	\$5,000	\$5,000
<u>Use of Funds</u> Sundry Expense 21-2167-1000-64904	\$0	\$5,000	\$5,000

3) Awarding Contract for the Curling Club and Public Restrooms Roof Retrofit and Replacement Resolution No. 21-3B-210

NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this 25th day of March, 2021 does hereby approve and authorize awarding a contract in the amount of \$88,248.00 to McDermaid Roofing of Rockford, Illinois, for the Curling Club and public restrooms roof replacement.

BE IT FURTHER RESOLVED, that a \$8,000 contingency also be approved to cover any unforeseen items.

Supervisors Knudson and Davis moved the consent agenda. Supervisor Rynes asked to have item E.2. be pulled from the consent agenda. Item E.2. shifted to item 11.D on the agenda. Chair Rich Bostwick asked for objections and questions on the items on the consent agenda. Consent agenda approved without item E.2.

6. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS

The following individuals submitted public comment on the American Rescue Plan: Allan Arndt, Terrence Russell, Brad Austin, Mark R. Warren, Dan DeFore, John Michael Gackstetter and Ned Moser. Supervisor Gustina requested data on flu, suicide and COVID death rates. Supervisor Davis gave information on PSC hearing for Darien Solar Project on April 22nd. Lokrantz gave information on food distribution at the Rock County Headstart, Beloit location 9-10:30 am on Wednesdays through May.

9. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE

Supervisor Rashkin stated he will be bringing forward a resolution to allow for remote participation in county board meetings on an ongoing basis.

Supervisor Wilde stated the Education, Veterans & Aging Services Committee will be bringing forward resolutions supporting a number of provisions in the governor's budget supporting elder care.

10. REPORTS

A. American Rescue Plan Funding and Uses

Administrator Smith gave overview of current information on the American Rescue Plan Funding.

Supervisor Mawhinney left the meeting during the American Rescue Plan Funding Report.

11.A.1. Approving the Purchase of Parts for Repair to Airport Equipment and Amending the Southern Wisconsin Regional Airport Board Budget Resolution No. 21-3B-211

NOW THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this 25th day of March, 2021, does hereby approve a purchase order to Wausau Equipment Company in the amount of \$31,696.08 for the parts needed to repair the Airport's 2011 SnoGo snow blower unit and a contingency fund of \$500 be added to the airport's Machinery and Equipment Parts account for shipping and incidental expenses.

Proceedings of the Rock County Board of Supervisors
 March 25, 2021

BE IT FURTHER RESOLVED that the Airport's 2021 budget be amended as follows:

Account/Description	Budget <u>3/1/21</u>	Increase/ <u>(Decrease)</u>	Amended <u>Budget</u>
<u>Source of Funds:</u>			
43-4453-4453-46400	\$7,750	\$32,196	\$39,946
<u>Fund Balance</u>			
<u>Use of Funds:</u>			
43-4453-4453-63503	\$15,000	\$32,196	\$47,196

Machinery and Equipment Parts

Supervisors Davis and Yeomans moved the above resolution. Supervisors Richards and Lokrantz moved to adopt by unanimous consent. Resolution ADOPTED.

11.B.1. Awarding Bid – Alumacraft Dominator Boat Package (Boat, Motor, and Trailer) for Rock County Sheriff's Office Resolution No. 21-3B-212

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 25th day of March, 2021 that the bid for the Alumacraft Dominator Boat Package be awarded to Rock River Marina of Edgerton, Wisconsin in the amount of \$29,663.00.

Supervisors Beaver and Knudson moved the above resolution. Supervisors Richards and Potter moved to adopt by unanimous consent. Resolution ADOPTED.

11.C. Resolution Extending an Intergovernmental Agreement Between the City of Beloit, the County of Rock and the Ho-Chunk Nation Resolution No. 21-3B-213

NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors, in session this 25th day of March, 2021, that they extend the current IGA between the City, the County and the Nation until June 30, 2022.

BE IT FURTHER RESOLVED that the County hereby continues to authorize Class III Gaming consistent with the IGA and also authorizes the delivery of this resolution of support to the Governor of the State of Wisconsin.

BE IT FURTHER RESOLVED that the County Board Chair and County Clerk be authorized to execute the amendment/extension of the IGA on behalf of the County of Rock.

Supervisors Peer and Davis moved the above resolution. ADOPTED by acclamation.

11.D. Authorizing Acceptance of 2021 SSM Health Mini Grant & Amending the 2021 Sheriff's Office Budget Resolution No. 21-3B-209

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 25th day of March 2021, that the Rock County Sheriff is authorized to accept funds under the 2021 SSM Health Mini Grant and,

BE IT FURTHER RESOLVED, that the 2021 budget be amended as follows:

Account Description	Budget	Amount	Amended
<u>Account Number</u>	<u>03/09/2021</u>	<u>Incr (Decr)</u>	<u>Budget</u>
<u>Source of Funds</u>			
<u>Other Grants</u>			
21-2167-1000-46002	\$0	\$5,000	\$5,000
<u>Use of Funds</u>			
<u>Sundry Expense</u>			
21-2167-1000-64904	\$0	\$5,000	\$5,000

Supervisors Bomkamp and Brien moved the above resolution. ADOPTED on the following roll call vote.

Supervisors Aegerter, Beaver, Bomkamp, Pam Bostwick, Brien, Davis, Fox, Gustina, Knudson, Lokrantz, Mulligan, Peer, Podzilni, Potter, Rashkin, Richard, Schulz, Stevens, Sweeney, Taylor, Wilde, Williams, Wilson, Yeomans and Rich Bostwick voted in favor. Supervisor Rynes abstained. Supervisors Homan, Leavy and Mawhinney were absent from voting. AYES-25. NOES-0. ABSTAIN-1. ABSENT-3.

12. Adjournment

Supervisors Bomkamp and Rashkin moved to adjourn at 6:53 p.m. to Thursday, April 8, 2021 at 6:00 p.m. ADOPTED by acclamation.

Proceedings of the Rock County Board of Supervisors
March 25, 2021

A handwritten signature in black ink, appearing to be 'L. Tollefson', written in a cursive style.

Prepared by Lisa Tollefson, County Clerk
NOT OFFICIAL UNTIL APPROVED BY THE COUNTY BOARD.

*This is a condensed version of the minutes. For the full summary,
visit <http://www.co.rock.wi.us/county-board-agendas-minutes>.*

APPOINTMENT TO THE BOARD OF HEALTH

POSITION: Member of the Board of Health

AUTHORITY: Wis. Stats. 251.03(4)

TERMS: Two Year Term Ending March 31, 2023

PER DIEM: Yes, Per Board Rule IV.J.

PRESENT MEMBER: Eric Gresens, R.PH

CONFIRMATION: Yes, by County Board of Supervisors

NEW APPOINTMENT: Eric Gresens, R.PH

EFFECTIVE DATE: April 1, 2021

APPOINTMENT TO THE BOARD OF HEALTH

POSITION: Member of the Board of Health

AUTHORITY: Wis. Stats. 251.03(4)

TERMS: Two Year Term Ending March 31, 2023

PER DIEM: Yes, Per Board Rule IV.J.

PRESENT MEMBER: Debra Kolste

CONFIRMATION: Yes, by County Board of Supervisors

NEW APPOINTMENT: Debra Kolste

EFFECTIVE DATE: April 1, 2021

APPOINTMENT TO THE BOARD OF HEALTH

POSITION: Member of the Board of Health

AUTHORITY: Wis. Stats. 251.03(4)

TERMS: Two Year Term Ending March 31, 2023

PER DIEM: Yes, Per Board Rule IV.J.

PRESENT MEMBER: Dr. Kaitlyn Meyers, DVM, MPH

CONFIRMATION: Yes, by County Board of Supervisors

NEW APPOINTMENT: Dr. Kaitlyn Meyers, DVM, MPH

EFFECTIVE DATE: April 1, 2021

APPOINTMENT TO THE BOARD OF HEALTH

POSITION: Member of the Board of Health

AUTHORITY: Wis. Stats. 251.03(4)

TERMS: Two Year Term Ending March 31, 2023

PER DIEM: Yes, Per Board Rule IV.J.

PRESENT MEMBER: Dr. Vijaya Somaraju, MD, MPH, FACP

CONFIRMATION: Yes, by County Board of Supervisors

NEW APPOINTMENT: Dr. Vijaya Somaraju, MD, MPH, FACP

EFFECTIVE DATE: April 1, 2021

APPOINTMENT TO THE BOARD OF HEALTH

POSITION: Member of the Board of Health

AUTHORITY: Wis. Stats. 251.03(4)

TERMS: Two Year Term Ending March 31, 2023

PER DIEM: Yes, Per Board Rule IV.J.

PRESENT MEMBER: Dr. Connie Winter, DDS

CONFIRMATION: Yes, by County Board of Supervisors

NEW APPOINTMENT: Dr. Connie Winter, DDS

EFFECTIVE DATE: April 1, 2021

RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

SHERIFF TROY J. KNUDSON

CHIEF DEPUTY CRAIG L. STROUSE

INITIATED BY

DRAFTED BY

PUBLIC SAFETY & JUSTICE

MARCH 26, 2021

SUBMITTED BY

DATE DRAFTED

RECOGNIZING OPTICAL IMAGING SPECIALIST LINDA K. NASH

1 **WHEREAS**, Linda K. Nash began her employment with the Rock County Sheriff’s Office on June 20,
2 2005, as a Clerk Typist III; and,
3

4 **WHEREAS**, On March 14, 2011, Linda accepted the position of Optical Imaging Specialist at the Rock
5 County Sheriff’s Office.
6

7 **WHEREAS**, Linda having worked in the Support Services Bureau; and having worked under three
8 Sheriffs over the course of her career: Sheriffs Eric Runaas, Robert Spoden and Troy Knudson; and,
9

10 **WHEREAS**, Linda K. Nash will retire from public service on April 6, 2021.
11

12 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
13 this _____ day of _____, 2021, does hereby recognize Optical Imaging Specialist Linda K.
14 Nash for her over 15 years of faithful service and recommends that a sincere expression of appreciation
15 be given to Optical Imaging Specialist Linda K. Nash along with best wishes for the future.

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Mary Beaver, Chair

Richard Bostwick, Chair

Brian Knudson, Vice Chair

Wes Davis, Vice Chair

Jacob Taylor

Tom Brien

Ron Bomkamp

Kevin Leavy

Danette Rynes

Louis Peer

J. Russell Podzilni

Alan Sweeney

Bob Yeomans

Mary Beaver

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

SHERIFF TROY KNUDSON
INITIATED BY



CMDR ERIK CHELLEVOLD
DRAFTED BY

PUBLIC SAFETY & JUSTICE
SUBMITTED BY

March 17, 2021
DATE DRAFTED

PROCLAIMING CORRECTIONAL EMPLOYEES WEEK

- 1 **WHEREAS**, the State of Wisconsin has proclaimed May 2-8, 2021 as Correctional Employees Week, to
- 2 recognize the significant work and unique contributions of correctional employees; and,
- 3
- 4 **WHEREAS**, Rock County Correctional Employees demonstrate a selfless commitment to ensuring
- 5 public safety by the diligent supervision of sentenced and pretrial offenders and adjudicated juveniles;
- 6 and,
- 7
- 8 **WHEREAS**, the quality of life in Rock County is enhanced by the commitment of correctional
- 9 employees to restoring a portion of the County’s citizenry to a more positive position in society by
- 10 providing offenders fair and impartial custody, treatment, nutrition, education and healthcare; and,
- 11
- 12 **WHEREAS**, as public servants, correctional employees dutifully perform their work with courage, pride
- 13 and true professionalism.
- 14
- 15 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Rock County Board of Supervisors
- 16 assembled this 8th day of April, 2021 proclaim May 2-8, 2021 to be Correctional Employees Week and
- 17 call upon all our citizens to especially honor and show our appreciation for correctional employees
- 18 serving Rock County.

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

Mary Beaver, Chair

Brian Knudson, Vice Chair

Jacob Taylor

Ron Bomkamp

Danette Rynes

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee
INITIATED BY



Diana Arneson, Security Officer
DRAFTED BY

Finance Committee
SUBMITTED BY

March 30, 2021
DATE DRAFTED

**ELIMINATING ONE I.T. SUPPORT SPECIALIST POSITION AND ADDING ONE
ADMINISTRATIVE SECRETARY POSITION IN THE INFORMATION
TECHNOLOGY DEPARTMENT**

- 1 **WHEREAS**, the Rock County Information Technology Department recently had its I.T. Support
- 2 Specialist announce her retirement; and,
- 3
- 4 **WHEREAS**, the I.T. Support Specialist position is currently in range 0.5 of the AFSCME local 2489
- 5 pay grid; and,
- 6
- 7 **WHEREAS**, the functions of the Administrative Secretary position would better align with the duties
- 8 required as part of the reorganization of the Rock County I.T. department; and,
- 9
- 10 **WHEREAS**, the pay range for an Administrative Secretary is range 10 of the Unilateral Pay Plan and is
- 11 virtually identical to the current pay range for the I.T. Support Specialist position; and,
- 12
- 13 **WHEREAS**, the I.T. department requests the former I.T. Support Specialist position in AFSCME local
- 14 2489 pay grid range 0.5, be eliminated and a new Administrative Secretary position be added at pay
- 15 range 10.
- 16
- 17 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 18 this _____ day of _____, 2021 does hereby approve the elimination of one I.T. Support
- 19 Specialist position and the addition of one Administrative Secretary position for the I.T. department at
- 20 Unilateral pay range 10.

Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney, Chair

Wes Davis, Vice Chair

Stephanie Aegerter

Brent Fox

Richard Bostwick

COUNTY BOARD STAFF COMMITTEE

Rich Bostwick, Chair

Wes Davis, Vice Chair

Tom Brien

Kevin Leavy

Louis Peer

J. Russell Podzilni

Alan Sweeney

Bob Yeomans

Mary Beaver

LEGAL NOTE:

The County Board is authorized to take this action pursuant to § 59.22(2), Wis. Stats.

/s/Bridget Laurent

Bridget Laurent
Deputy Corporation Counsel

FISCAL NOTE:

The hourly rates for each of these positions differ by only a few cents. Therefore, the change is considered budget neutral.

/s/Sherry Oja

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

Elimination of the I.T. Support Specialist position and Addition of an Administrative Secretary position for I.T. executive summary

The current I.T. Information Support Specialist position has been held by the same person for many years now. With the retirement of this individual, the opportunity has opened to bring this position into the Rock County Unilateral Pay Plan which will better align this position with the rest of the staff in the Information Technology department who are all currently represented in the Unilateral Pay Plan.

Additionally, some of the duties of the I.T. Support Specialist are no longer required with the reorganized I.T. department and some new duties have been added that better serve the rest of the staff and the business model of the I.T. department moving forward.

POSITION DESCRIPTION		1. Position Control # 11021	2. Department, Division and Unit (if applicable) Information Technology
3. Name of Employee Tracie Peck		4. Unit, Work Address Health Care Center 3530 N. County Highway F, Janesville	
5. Classification Title of Position Information Technology Support Specialist		7. Name and Class of Former Incumbent T.J. Peck	
6. Class Title Option (to be filled out by Human Resources)		9. Name and Class of Employees Performing Similar Duties	
8. Department Working Title of Position Information Technology Support Specialist		11. From Approximately What Date Has The Employee Performed the Work Described Below?	
10. Name and Class of First-Line Supervisor Information Technology Business Manager			
12. Does This Position Supervise Subordinate Employees in Permanent Positions?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13. Position Summary - Please Describe Below the Major Goals of This Position Performs office administration, record keeping, and financial functions within the Information Technology (IT) Department. This work involves performing duties typically required by accounts receivable, accounts payable, asset management, records management, vendor management, receiving, shipping, assisting in IT budget processing and order processing. Position requires excellent communication skills, a high degree of independence, and ability to maintain strict confidentiality.			
14. Describe the Goals and Worker Activities of this Position - Goals: Describe the major achievements, outputs or results of this position. Prioritize and list them in descending order of importance (A, B, C, D, etc.) Estimate the percentage of time spent on each goal. - Worker Activities: Under each goal, list the worker activities performed to meet that goal (1., 2., 3., etc.)			
Time %	Priority	Goals / Worker Activities	
45%	A	Manage office administration, financial functions, and record keeping for the IT Dept. 1. Answer phones and route calls to the IT Service Desk or other appropriate staff. Schedule appointments and meetings for the Information Technology Administrative staff. Greet and assist visitors and escort them through the IT department as required. 2. Process purchase requisitions for IT and other county departments to order computer hardware, software and supplies as required from tasks assigned. Work closely with the County Purchasing Department to insure county purchasing policies are followed. 3. Process account receivables: prepare invoices for all county departments and municipalities to charge for equipment and/or services rendered; prepare bank deposit transmittals for funds received; and reconcile accounts receivable to bank statements and internal fund accounts. 4. Process accounts payable: process invoices received from vendors, other county departments, and municipalities; insure all invoices paid reconcile to purchase order totals; and work closely with vendors in the event credits are required. 5. Assist with annual preparation of the IT Department budget 6. Prepare journal entries and transfers as required 7. Reconcile monthly Credit Card statements for IT staff.	
40%	B	Maintain Asset Management system as part of the receiving process. 1. Receives shipments, monitors loading dock calls and processes incoming, outgoing and interoffice mail	

Time %	Priority	Goals / Worker Activities
		<p>2. Maintain close working relationship with the IT Service Team to insure all shipments are received properly and assigned to the correct tasks in the Asset and Service Management system.</p> <p>3. Enter items received into the Asset and Service Management system.</p> <p>4. Enter county software and hardware contracts into Contract Review application.</p> <p>5. Requisitions office supplies; uniforms for staff; and tools.</p>
15%	C	<p>Provide support, representation and job flexibility.</p> <p>1. Responsible for reporting the need for maintenance or repair of equipment and IT data facilities to the General Services . Process work orders using the county's General Services operations solutions software .</p> <p>2. Attends meetings and training as required</p> <p>3. Performs related work as required, other duties as assigned</p>

15. Knowledge, Skills and Abilities (KSAs)

Knowledge of office management, practices, systems and equipment
Knowledge of Governmental Accounting Standards Board (GASB) generally accepted accounting principles
Knowledge of computer software office applications including Word, Outlook, Excel
Ability to organize and maintain accurate and complete financial and asset management records.
Ability to prepare clear and detailed reports using MS Office applications or other software as required
Ability to exercise judgment and discretion of departmental policies and procedures
Ability to establish and maintain effective public and working relations
Ability to multi-task and perform a wide range of administrative, financial and professional functions

16. Job Requirements

Three (3) years experience in office administration, accounting, finance or related field.
Experience in office software applications including but not limited to Microsoft Word, Excel, Outlook, and Teams.
Experience with general ledger, asset management, and vendor management software applications.
Must be able to pass CJIS background check.

17. Essential Job Functions (physical elements, equipment use and working conditions) Critical features of this job are described under the headings below. They may be subject to change at any time due to reasonable accommodation or other reasons.

Physical elements
Ability to stand, walk and sit for periods of time
Ability to lift, push or pull 40 pounds

Equipment used**Standard office equipment (PC/laptops, multi function printers, scanners, and bar code equipment)****Multi line IP Telephone and cell phone****Pallet Jack****Working Conditions****Inside work with minimal exposure to weather elements**

18. Employees designated as "essential to operations." To be completed by the Department manager/supervisor. Approximately 600 county employees in public safety departments, 24-hour operations, and support departments have been designated as "essential to operations" in an emergency situation (i.e. a blizzard). Employees in these positions must report to work even if county facilities are closed due to inclement weather. (See HR Policies & Procedures.)

Is this position "essential to operations?" Yes No

19. Supervisory Section - To Be Completed By the First-Line Supervisor of this Position

a. The supervision, direction and review of the work of this position by the supervisor is close general minimal

b. The statements and time estimates above and on attachments accurately describe the work assigned to the positions.

Signature of First-Line Supervisor _____ Date _____

20. Updated Form - To be completed by the first-line supervisor of this position.

The most recent update to this position description was done on _____, and an electronic copy of the form was sent to the HR Department.

21. Employee Section - To Be Completed By the Incumbent of this Position

I have read and understand that the statements and time estimates above and on attachments are a description of the functions assigned my position. (Please initial and date attachments.)

Signature of Employee _____ Date _____

22. Signature of Human Resources Manager _____ Date _____

23. Distribute Copies of Signed Form to:

Human Resources Personnel File Employee Department File

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Diana Arneson, Security Officer
INITIATED BY



Diana Arneson, Security Officer
DRAFTED BY

Finance Committee
SUBMITTED BY

March 26, 2021
DATE DRAFTED

**Authorizing Purchase of 2021 Avatar Netsmart Licenses for the
Rock County Human Services Department**

1 **WHEREAS**, the Rock County Information Technology Department is authorized to purchase
2 computer software on behalf of the County; and,
3

4 **WHEREAS**, the Information Technology and Human Services departments procured the Electronic
5 Health Record system, Avatar by Netsmart Technologies Inc., in June of 2012; and,
6

7 **WHEREAS**, the number of Human Services staff that needs to use the Avatar system on a daily basis
8 to do their jobs has increased since Avatar Netsmart licenses were last purchased in 2018.
9

10 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
11 assembled this _____ day of _____, 2021 that a Purchase Order for 10 Avatar RADplus,
12 10 Identity Manager, and 10 Cache Elite Multi-Server concurrent use licenses, a 1 year subscription
13 for the Diagnosis Content on Demand module, and 10 concurrent use maintenance support agreements
14 for the extra 10 Avatar RADplus, Identity Manager, and Cache Elite licenses be issued to NetSmart
15 Technologies in Philadelphia, PA for an amount not to exceed \$41,090.06.
16

17
18 Respectfully submitted,

19
20 FINANCE COMMITTEE

21
22 _____
23 Mary Mawhinney, Chair

24
25 _____
26 Wes Davis, Vice Chair

27
28 _____
29 Stephanie Aegerter

30
31 _____
32 Brent Fox

33
34 _____
35 Richard Bostwick

Authorizing Purchase of 2021 Avatar Netsmart Licenses for the Rock County Human Services
Department
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LEGAL NOTE:

The County board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats., requires the project to be let to the lowest responsible bidder. NetSmart Technologies is the sole source provider of the Avatar Netsmart Licenses.

/s/Bridget Laurent

Bridget Laurent
Deputy Corporation Counsel

FISCAL NOTE:

The cost of these licenses will be cross-charged to the Human Services Department. Sufficient funds are available in the Human Services budget for the cost of these licenses. The purchase is being funded with tax levy.

/s/Sherry Oja

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

Netsmart Avatar Licenses Purchase Summary

The Rock County Human Services Department (HSD) procured a new Electronic Health Record (EHR) solution, Avatar, provided by Netsmart Technologies in June 2012. This solution has met the needs of HSD for several years, but with the growth of the department and the added resources required for remote work, HSD needs to add 10 licenses for each module used Avatar Netsmart. Human Services staff are regularly reaching the license number limit of this system, which results in denials of service for additional logons until license resources are freed from the active pool.

The purchase of an additional 10 Avatar concurrent use licenses would meet the needs of current staff and allow all HSD staff members who need to use the system to do their jobs. The quote for the licenses and license support is attached to this summary.



Client #: 0004604
 Quote #: Q-04447
 Quote Date: 01-24-2021
 Expiration Date: 03-25-2021

QUOTE

Rock County (WI) - Additional Cache Licenses (Qty. 10)

<p>By and Between</p> <p>Netsmart Technologies, Inc.</p> <p>11100 Nall Avenue Overland Park, KS 66211 (“Netsmart”)</p>	<p>And</p> <p>Rock County Client Account Number: 0004604 3530 N County Road F Janesville, WI 53545 (“Client or Subscriber”) (“Client”)</p>
<p>Attention: Clayton Harrison, Client Alignment Representative, Public Sector</p> <p>Telephone No: 1 (913) 804-4259 charrison1@ntst.com Notices to be sent to: Contracts_Notice@ntst.com</p>	<p>Attention: Patrick Singer, Data Services Manager</p> <p>Telephone No: 6087575042 patrick.singer@co.rock.wi.us Notices to be sent to (if different):</p>

Client
<hr style="width: 80%; margin: 0 auto;"/> <p>(PRINTED NAME)</p> <hr style="width: 80%; margin: 20px auto 0 auto;"/> <p>TITLE</p> <hr style="width: 80%; margin: 20px auto 0 auto;"/> <p>DATE</p>



Client #: 0004604
 Quote #: Q-04447
 Quote Date: 01-24-2021
 Expiration Date: 03-25-2021

Schedule 1 – Scope of Use, Fees and Payment Terms

ONE-TIME CHARGES:

Third Party License			
<u>Product</u>	<u>QTY</u>	<u>Unit</u>	<u>Fees</u>
Avatar Cache Elite, Multi-Server, Platform Specific License Cache licensees 86-95	10	CONCURUSER	\$9,200.00
Sub-Total			\$9,200.00

License			
<u>Product</u>	<u>QTY</u>	<u>Unit</u>	<u>Fees</u>
Avatar Identity Manager Concurrent User Identity Manager licensees 86-95	10	CONCURUSER	\$450.00
Avatar RADplus Concurrent User License RADplus licensees 86-95	10	CONCURUSER	\$24,000.00
Sub-Total			\$24,450.00

RECURRING CHARGES:

Maintenance				
<u>Product</u>	<u>Term</u>	<u>QTY</u>	<u>Unit</u>	<u>Year 1 Fees</u>
Avatar Identity Manager Concurrent User Maintenance Identity Manager licensees 86-95	12	10	CONCURU/MO	\$94.50
Avatar RADplus Concurrent User Maintenance RADplus licensees 86-95	12	10	CONCURU/MO	\$5,040.00
Sub-Total				\$5,134.50

Third Party Software Maintenance				
<u>Product</u>	<u>Term</u>	<u>QTY</u>	<u>Unit</u>	<u>Year 1 Fees</u>
Avatar Cache Elite Maintenance, Multi-Server, Platform Specific Cache licensees 86-95	12	10	CONCURU/MO	\$2,024.40
Sub-Total				\$2,024.40

Third Party Subscription				
<u>Product</u>	<u>Term</u>	<u>QTY</u>	<u>Unit</u>	<u>Year 1 Fees</u>
Diagnosis Content on Demand Add-On Includes access to the DSM-5 library for 6 additional named users	12	1	EACH/MO	\$281.16
Sub-Total				\$281.16

Net Total Amount (Full Term)	\$41,090.06
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Notes:

The recurring fee amount represents the full annual recurring fee at the contracted rates herein. The recurring fees paid during year one may vary based on proration described in the payment terms and product-specific term start dates identified within this purchase agreement.



Client #: 0004604
 Quote #: Q-04447
 Quote Date: 01-24-2021
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All annual recurring fees are subject to the annual increase set forth in the Agreement.

This Quote sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client and is subject to and incorporates the terms of the Master Agreement dated 06-29-2012 (the "Agreement").

Netsmart is not a distributor for the AMA CPT Licenses. Client is required by the AMA to license and pay all applicable fees for the right to use the AMA CPT codes.

Payment Terms: All payment for the products and/or services included on this quote will be due according to the following payment schedule and terms:

- a. Support
 Year 1 payment, due at execution, will be pro-rated to 12-31. Subsequent years will be due annually in advance on the anniversary of that date.
- b. Third Party Subscriptions
 Year 1 payment, due at Project Kick-Off, will be pro-rated to 12-31. Subsequent years will be due annually in advance on the anniversary of that date.
- c. License
 100% of License Fees due upon execution
- d. Third Party Support
 Year 1 payment, due at execution, will be pro-rated to 12-31. Subsequent years will be due annually in advance on the anniversary of that date.
- e. Third Party License
 100% of License Fees due upon execution

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee
INITIATED BY



Diana Arneson, Security Officer
DRAFTED BY

Finance Committee
SUBMITTED BY

March 30, 2021
DATE DRAFTED

AUTHORIZING PURCHASE OF HOSTED PERSONALITY SOFTWARE

1 **WHEREAS**, the Rock County Information Technology Department is authorized to purchase
2 computer software on behalf of the County; and,
3
4 **WHEREAS**, the Information Technology, Finance and Human Resources departments were
5 instrumental in the purchase and configuration of the Highline/NeoGov Human Resources and Payroll
6 system in 1997 as an on-premises software application; and,
7
8 **WHEREAS**, the NeoGov corporation has developed a cloud-based HR/Payroll system; and,
9
10 **WHEREAS**, a cloud-based HR/Payroll system will allow the County to save money on hardware
11 costs since we will no longer be hosting the application on-premises; and,
12
13 **WHEREAS**, moving to NeoGov’s cloud-based system is the next step toward completion of the
14 NeoGov Payroll Software as a Service (SaaS) upgrade project.
15
16 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
17 assembled this _____ day of _____, 2021 to authorize the purchase of Hosted Personality
18 Software for an amount not to exceed \$94,011.93 per the current contract with NeoGov.
19
20
21

Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney, Chair

Wes Davis, Vice Chair

Stephanie Aegerter

Brent Fox

Richard Bostwick

FISCAL NOTE:

Sufficient funds are available in the IT budget for the cost of this software. The purchase is being funded with tax levy.

/s/Sherry Oja

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats., requires the project to be let to the lowest responsible bidder. NeoGov is the sole source provider of Hosted Personality Software.

s/Bridget Laurent

Bridget Laurent
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

NeoGov Hosted Solution Executive Summary

Rock County Information Technology Department procured a new Human Resources and Payroll system in late 1997 to replace a home-grown payroll system. The system purchased was called the Highline Payroll and Employee Records application. Highline was purchased by NeoGov in 2018 and Rock County stayed with NeoGov to preserve the long-standing relationship with both the software and the company. NeoGov has developed a cloud-based solution for their software that will help Rock County move from a hardware on-premises system to a cloud-based system. This will eventually lead to savings for hardware maintenance and software maintenance.

High Line Services Agreement

“High Line”, “we”, and “our” means High Line Software, Inc. and, where applicable, its affiliates; “Customer”, “you”, “your” means the High Line client, customer, or subscriber identified in the Exhibit A – High Line Fees; Services. You agree that by placing an order through High Line (the “Order”) you agree to follow and be bound by the terms and conditions set forth herein. If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of Exhibit A (High Line Fees; Services), and these terms and, in such event, “you” and “your” as used in these agreement terms shall refer to such entity. “Agreement” shall be used to collectively refer to this High Line Services Agreement (the “Services Agreement”), Exhibit A, and other documents incorporated herein.

1. **Provision of Services.** Subject to the terms of this Agreement, High Line hereby agrees to provide Customer with access to its software and professional services included or ordered by Customer in Exhibit A (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that High Line’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on Exhibit A (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **License.**
 - a) **License Grant.** “Personality Application” means the proprietary High Line web-based software-as-a-service application that may be set forth on an Order and subsequently made available by High Line to Customer, and associated components as described in Exhibit A. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, High Line hereby grants to Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to electronically access and use the Personality Application during the Term solely for internal business operations by Authorized Users in accordance with the terms and conditions herein (the “License”). “Authorized Users” means (i) Customer employees, agents, contractors, consultants who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the Personality Application if you are a direct competitor of High Line or its affiliates. In addition, you may not access the Personality Application for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. In the event that additional Personality Application environments are requested by Customer, additional charges will apply, to be negotiated between High Line and Customer.
 - b) **Delivery and License Term; Renewal.** High Line delivers the Personality Application by providing Customer with online access. When you access High Line Personality Application, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in Exhibit A, Licenses to the Personality Application, Third Party Products Licenses, Support Services, and Professional Services shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, Services shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. High Line shall provide Customer access to the Personality Application within a reasonable time following the Effective Date unless otherwise agreed.
 - c) **Program Documentation.** “Program Documentation” shall mean all user guides, training, and implementation material, and Service descriptions provided by High Line to Customer in connection with the Services. High Line hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.
3. **Professional Services; Support Services.**
 - a) “Professional Services” shall mean consulting, training services, and Support Services (defined below) purchased by Customer in Exhibit A or High Line Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the Personality Application. High Line shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones,

dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before High Line shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.

- b) Support Services. In exchange for the Fees for Support Services High Line shall provide support and maintenance listed in this Section 3 ("Support Services"), and any additions or deletions therefrom agreed to by High Line and Customer in writing from time to time, during the Term. Unless otherwise stated in Exhibit A or SOW, Support Service is to be provided include:
- i) Corrections and fixes for any errors or inconsistencies in the programs in the Personality Application due to High Line programming error. Customer shall assist High Line in identifying the circumstances in which such errors or inconsistencies were discovered and in providing documentary evidence of the same;
 - ii) Improvements, changes, upgrades and updates to the Personality Application and related documentation as they become generally available;
 - iii) Support for Oracle Database and other Oracle Corporation Technology Programs to the extent they have been incorporated into the Personality Application;
 - iv) Support for the integration of the Symmetry Tax Engine™ ("STE") into the LICENSED SOFTWARE to provide legislated taxation computations at the Federal, State and Local (county/city/school district) levels (if US);
 - v) Updated rates and database information for the calculation of Federal, State/Provincial and Local Income Taxes, State Disability Insurance and Unemployment Insurance ("Government Changes"), and production of Federal and State/Provincial-legislated reports; and
 - vi) Initial response to problems within four working hours of notification by Customer to the High Line SUPPORT LINE, Monday to Friday, 8 am to 8 pm Eastern Standard Time, except for statutory and company holidays.

Notwithstanding anything herein to the contrary, High Line shall not be obligated to deliver Government Changes for any calendar year unless Customer has paid Support Services Fees for that calendar year, and installation or use of Government Changes for any calendar year shall be deemed to be a binding agreement between High Line and Customer for Customer to pay the then current Annual Service Rates for all of that calendar year.

- c) Exclusions of Support Services. Notwithstanding anything herein to the contrary, the following matters are not covered in Support Services and High Line shall not provide corrections, fixes, updates, upgrades, or Support Services for:
- i) New developments or modifications to the Personality Application requested or made by Customer or someone on its behalf;
 - ii) Software enhancements, programs or databases that have been custom written for Customer by High Line and do not form part of High Line's standard package for the Personality Application;
 - iii) Customer calculation programs, Discoverer reports, and customized Customer reports which do not form part of High Line's standard package for the Personality Application, unless covered under a separate High Line written agreement;
 - iv) Training or retraining of new or existing personnel in the operations or understanding of the Personality Application;
 - v) Any problems, errors, omissions, deficiencies or inconsistencies caused by modifications, additions or tampering with the Personality Application by persons other than High Line personnel;
 - vi) Any problems caused by Customer as a result of file or table manipulation. It is Customer's responsibility to fully test all file or table changes prior to using them in production;
 - vii) Support of Third Party Products unless otherwise stated;

viii) Any problems, errors or inconsistencies not attributable to matters expressly set out in this Section 3.

For any of these items, Customer shall pay High Line on a time and materials basis at High Line's then current Professional Service Fee rates for its customers.

- d) Support Service Rates. The annual Support Service rates and payment terms will be High Line's then current service rates and payment terms for the Personality Application and Third-Party Software.
 - e) High Line Support Services Policies. High Line will provide support services in accordance with the support services policy (the "Service Policies"). The Service Policies are subject to change at High Line's discretion; however, the services provided will not be materially reduced during the Support Services Term.
 - f) Support Lapse. In the event that the Support Services coverage lapses or is terminated by Customer during any Term; Customer may reinstate the Support Services by paying a Reinstatement Fee in addition to the normal Support Services Fees. To reinstate support on any module, Customer shall incur a \$2,500 Administration Reinstatement Fee (per reinstatement - one or more modules) plus 60% of current Support Services Fees for each unsupported year. If support is reinstated during the first year of cancellation, no Reinstatement Fee is due. Reinstatement must occur prior to the start of the next Service period.
 - g) High Line Termination of Support Services. Notwithstanding anything else to the contrary, High Line shall have the right to terminate Support Services if (i) the Support Services are not paid for as required under this Agreement, High Line shall provide one (1) month's prior written notice before terminating Support Services; or (ii) Customer moves the Personality Application from a currently supported environment (i.e. specific configuration of operating system, application server and database) to an environment not currently supported by High Line.
 - h) Travel Expenses. High Line shall invoice Customer, and Customer shall pay High Line, bi-weekly in arrears for Travel expenses incurred as a result of performing on-site Professional Services. Such expenses shall be limited to reasonable out-of-pocket expenses necessarily and actually incurred by High Line in the performance of its services hereunder as per High Line's travel policy.
4. Payment Terms. Customer shall pay High Line the fees set forth in Exhibit A ("Fees") in accordance with this Section. Unless otherwise stated in Exhibit A, Customer shall pay all Fees within thirty (30) days of Customer's receipt of High Line's invoice. Unless otherwise stated in Exhibit Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on Exhibit A. Unless explicitly provided otherwise, once placed Exhibit A is non-cancellable and sums paid nonrefundable. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Customer's obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable High Line invoice or in Exhibit A. Failure to provide High Line with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in Exhibit A, High Line may change the charges for the Services with effect from the start of each Renewal Term by giving Customer notice prior to commencement of a Renewal Term, either by posting online or communicating directly with Customer. All Third Party Product license are subject to change according to the appropriate published price list. For Services where pricing is based on the number of Customer's Active Employees, and in the event that the actual number of users exceeds the maximum number of Authorized Users then in effect, Fees will be re-calculated based on the next applicable pricing tiers for the Services. Customer shall pay additional Fees at current published pricing in effect at the time (the "Supplemental Fees"). For the purposes of this Agreement, the actual number of Active Employees will be calculated as the highest number of Active Employees at any time during a Term. Customer shall notify High Line within five (5) business days of a change in the Maximum Active Employee Amount and shall pay the Supplemental Fees based on the Maximum Active Employee Amount. "Active Employees" means employees, former employees or retirees of Customer or any Affiliates in respect of which Customer or the applicable Affiliate currently uses the Services to track timesheets, calculate pay and/or benefits (i.e. with the payroll calculation program supplied or via benefit enrollment being used to calculate benefits and/or supply benefit amounts to a 3rd-party program) and "Active Employee" means any one such employee, former employee or retiree. For greater certainty, "Active Employees" does not include former employees or retirees of Customer or any Affiliates where a record exists in connection with the Licensed Software for historic reference only. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on High Line's net

income or those exempt by applicable state law. Customer shall provide High Line with a certificate or other evidence of such exemption with ten (10) days of High Line's request therefor.

5. Term and Termination.

- a) Term. Unless otherwise specified in Exhibit A, this Agreement shall commence on the Effective Date. Unless it is terminated earlier in accordance with this Agreement, this Agreement shall remain in effect until all Services have expired and/or both parties have achieved full performance of the Services detailed in Exhibit A or other Scope of Work, subject to any renewal terms therefore as provided herein.
- b) Termination; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. High Line may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other High Line intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to High Line under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement High Line may remove Customer Data from High Line Services and without Customer consent or notice. Upon any termination of the Agreement by HIGH LINE pursuant to this Section 5(b), CUSTOMER shall remain liable for, and shall have no refund entitlements with respect to, the Fees paid in respect of the then-current Term. Upon any termination of the Agreement by CUSTOMER pursuant to this Section 5(b), CUSTOMER shall be entitled to receive a per diem refund of the Fees paid in respect of the then-current Term for the remaining unexpired portion of such Term.
- c) Notice of Discontinuance. High Line may terminate and discontinue versions of Personality Application by written notice no less than three (3) months prior to the end of the then-current Term. High Line may terminate and discontinue Support Services by written notice no less than twelve (12) months prior to the end of the then-current Term.

6. Maintenance; Modifications; Support Services.

- a) Updates, Upgrades. High Line maintains High Line's hardware and software infrastructure for the Services and is responsible for maintaining the server operation and database security. High Line may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, operating system patch, operating system update, network patch or update, security patches of the Services or underlying High Line software that High Line makes generally available to its customers of the same module, excluding Upgrades. Updates will be provided automatically and available upon Customer's next login to the Services following an Update. "Upgrade" means any update of the Services or underlying High Line software such as platform updates, bug fixes, other patches, corrections and major product enhancements and/or new features that High Line makes commercially available. High Line shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. High Line shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Specific Software and Infrastructure Hosting. High Line shall provide the following software and infrastructure hosting services:
 - i) Personality hosting for the environments identified in the Implementation Planning Report Document (if applicable);
 - ii) Setup of all hardware and infrastructure (CPU/Hardware, Operating System, network, etc.);
 - iii) Configuration of hardware and infrastructure as required for High Line's Personality solution;
 - iv) Initial software installation of required software at the hosting data center. High Line will install and confirm proper installation;
 - v) Three Application Instances (Production, Pilot, Test);

- vi) Other application instances as agreed to (additional charges will apply);
 - vii) At additional cost, additional disk, environments, memory or CPU requirements to allow for increasing application needs will be applied to the Customer environment;
 - viii) Nightly Database Backups and offsite storage for thirty (30) days.
 - ix) Database Administration and backup/recovery
 - x) Disaster Recovery (DR) within Forty-Eight (48) hours of a declared disaster. Recovery Point Objective is 1 hour and Recovery Time Objective is within forty-eight (48) hours
 - xi) Customer will perform transaction processing;
 - xii) Report data and data files are kept for 90 days unless otherwise requested;
 - xiii) High Line application updates and fixes after initial implementation of technical environment;
 - xiv) Completion of annual SOC 2 Type 2 Audit Report of controls and procedures; and
 - xv) High Line will provide all hosting hardware and infrastructure at the Hosting Facility;
- c) Technical Environment Setup. High Line will provide the following technical and environmental setup services:
- i) Advising Customer of available Customer connectivity options. Customer must select from the available options. High Line recommends the use of Site to Site VPN as it is secure, inherently redundant and cost effective;
 - ii) Connectivity through the Internet and/or VPN between Customer's main network and the hosting data center;
 - iii) Setup and configuration of all required servers and hosted network components;
 - iv) Providing servers for software application, employee self-service/reporting and database(s) as described in the Implementation Planning Report Document (if applicable);
 - v) Oracle Database Standard Edition and WebLogic Licenses;
 - vi) Acquisition of a compatible SSL Certificate and domain name is the responsibility of the Customer. Installation of the SSL Certificate is the responsibility of High Line. High Line will generate the CSR for the SSL with the information provided by Customer for the SSL.
 - vii) Configuration and use of monitoring and performance tools; and
 - viii) Documented Disaster Recovery (DR) plan.
- d) Installation services are included, licenses to the following are an extra cost:
- i) Installation, configuration and ongoing maintenance of other server products
 - ii) Oracle Business Intelligence (BI) Publisher Edition
 - iii) Windward Reports Engine
 - iv) Symmetry Taxation Engine
 - v) Logi Analytics BI Dashboard
- e) On-going Services.
- i) All Operating System upgrades, patches and fixes applied as required and agreed/scheduled;

- ii) High Line updates and patches for up to 100 hours/year;
 - iii) 24 x 7 monitoring of the Network and all servers;
 - iv) Installation of anti-virus software on all servers. Virus definitions are to be updated daily or as available/required;
 - v) File transfers to and from the Hosted Services Provider, to be transferred using a secure transfer method such as FTP via a VPN link or SFTP/FTP with PGP (Pretty Good Privacy Encryption method);
 - vi) Database administration and performance monitoring and Support Services involving editing individual files or tables. High Line (not Customer) must perform any support actions regarding any performance issue that causes or requires table changes.
 - vii) Concurrence between Customer and the hosting data center as to the procedure and controls to be used for code promotion to the Production environment. Final decision to promote code to production environment rests with Customer. Customer will make this decision after successfully completing a test process or script based on guidance provided by High Line during the project planning process. A schedule to promote code will be jointly agreed to and will be based on current processing cycles, the criticality of the change and events already scheduled. High Line will verify promotion results with Customer.
 - viii) Change Management for promotion of code from test to production environment with end-user sign-off by an authorized member of Customer's staff.
 - ix) Performance and Intrusion monitoring (24/7 x 365);
 - x) Providing Disaster Recovery (DR) process and recovery site, including:
 - xi) Transfer of the processing of the Customer's standard services to a recovery location as expeditiously as possible, but in no event later than forty-eight (48) hours after the declaration of a Disaster. The restoration will be of the entire production system environment (application and database);
 - xii) Coordination of the cutover of VPN to back-up facilities. This action will occur in conjunction with the declaration of a disaster;
 - xiii) Customer will adhere to High Line's standard business continuity plan that takes into consideration a declared Disaster at either High Line's hosting data center facility or one or more of Customer's facilities;
 - xiv) Annual Disaster Recovery review and test, the results of which will be shared with Customer, and development of an action plan to address any items requiring retesting and process improvements that may have been identified; and
 - xv) Annual SOC 2 Type 2 Audit of relevant controls and processes, or equivalent/replacement as industry-standard audit reporting requirements change over time.
 - xvi) To the extent possible, High Line will take reasonable measures to ensure key components including, browsers, plug-ins, middleware, server operating systems, database management systems, connectivity software, and any other software component, are running on supported releases. The most recent security and other critical patches will be applied once they are determined to not disrupt functionality of High Line software.
 - xvii) All public facing web pages, services, or API's will be served using HTTPS with a minimum of the TLS 1.2 protocol.
- f) Physical Security. High Line shall engage the services of a third party Hosting Facilities Provider (the facilities of such Hosting Facilities Provider, the "Hosting Facility"). High Line will ensure the Hosting Facility provides physical security measures including:
- i) Buildings housing computers or communications systems will be protected with physical security measures that prevent unauthorized persons from gaining access;

- ii) Production system changes will be consistent with the information security architecture: To prevent changes in hardware and software from contributing to or creating security vulnerabilities, every non-emergency change to production systems will be shown to be consistent with the information security architecture and approved by Customer as part of the formal change control process prior to installation;
- iii) Security criteria a prerequisite for extranet connection: Before any computer system or network segment can be connected to Customer's Extranet, it must first be deemed to have met the necessary industry accepted security. These criteria include, but are not limited to, the following: no connection to the Internet which is not guarded by an acceptable firewall; an acceptable user-authentication system; an acceptable user privilege control system; an established change control process; a clearly written definition of system management responsibilities; and adequate operational documentation; and
- iv) Hosting Facility will perform the services in a timely manner and will at all times provide its services in a highly professional manner and shall demonstrate a level of quality equal to or exceeding normal practices for its industry.
- g) Technical Hosting Environment. The proposed technical hosting environment (the "Customer Technical Environment") is described below. This environment will be established to meet Customer's requirements and High Line's then current Service Level Matrix.

HARDWARE COMPONENT	ENVIRONMENT	COMMENTS
PRODUCTION Environment Application Servers	Application Servers (Load balanced servers, Self Service, Report Server) configured for access (internal / external) as agreed upon in the Customer Environments description. Application Server configuration will be sufficient to support the performance metrics as identified in the SLA.	Virtualized environments using current supported Operating Systems
PRODUCTION Database Server	Database server configuration will be sufficient to support the identified amount of data to be stored and support the performance metrics as identified in the SLA.	Virtualized environments using current supported Operating Systems
PRODUCTION, PILOT and TEST Environments	Application Servers configured for access as agreed upon in the Customer Environments description.	Virtualized environments using current supported Operating Systems
Additional redundant Infrastructure	Provided by the hosting data center.	

- h) Proprietary Information. The hosting system shall contain information and computer software that is proprietary and confidential information of Hosting Facility, its suppliers and its licensors. Customer agrees not to attempt to circumvent the devices employed by Hosting Facility to prevent unauthorized access to the hosted system, including, but not limited to, alteration, decompiling, disassembly, modification and reverse engineering.
- i) Records maintained and produced for the Customer ("Customer Files") may be subject to examination by such Federal, State or other governmental regulatory agencies as may have jurisdiction over Customer's business to the same extent as such records would be subject if maintained by Customer on its own premises. Customer agrees that Hosting Facility is authorized to give all reports, summaries or information contained in or derived from the data or information in Hosting Facility's possession relating to Customer when formally requested to do so by an authorized regulatory or government agency, provided Hosting Facility shall give Customer advance notice of any such request so that Customer may take additional steps to protect Customer Files.
- j) Service Level Matrix. High Line agrees to abide by and maintain the standards set out in the Service Level Matrix attached hereto as Exhibit D.

7. High Line Intellectual Property. High Line shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by High Line including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of High Line and all proprietary rights embodied therein (collectively, the "High Line Intellectual Property"). This Agreement does not convey or transfer title or ownership of the High Line Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by High Line. Other than recommendation use or as required by law, all use of High Line Trademarks must be pre-approved by High Line prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
8. Data Processing and Privacy.
 - a) Customer & Platform Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to High Line by Customer or provided by a third party to High Line in connection with High Line's provision of Services to Customer, including personnel personal data collected, loaded into, or located in Customer data files maintained by High Line. High Line intellectual property, including but not limited to the Services and all derivative works thereof, High Line Confidential Information do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants High Line a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data. or other analysis, information, or data based on or derived from any of the foregoing. High Line shall exclusively own all right, title and interest in and to all Platform Data. High Line grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit Authorized Users to use and access, Platform Data of which High Line makes available through the Personality Application solely for Customer's internal purposes. Customer acknowledges High Line may compile Platform based on Customer Data input into the Services. Customer agrees that High Line may (i) make Platform Data publicly available in compliance with applicable law, and (ii) use Platform Data to the extent and in the manner permitted under applicable law.
 - b) Data Responsibilities. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. High Line will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. High Line is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
 - c) Breach Notice. In the event of a data or security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, High Line will initiate remedial actions and notify Customer of the breach as required by and in compliance with applicable law. High Line's notification of, or response to, a data breach under this Section will not be construed as an acknowledgement by High Line of any fault or liability with respect to the breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify High Line of the breach and steps you will take to remedy the breach as soon as possible. Customer is solely responsible for complying with data breach notification laws applicable to the Customer and fulfilling any third-party notification obligations related to any data breach(es).
 - d) Privacy and Security. High Line acknowledges that it has received or shall receive or have access to "personal information" as that term is defined in the Personal Information Protection and Electronic Documents Act (Canada) and/or personal information subject to privacy legislation of one or more Canadian provincial jurisdictions (collectively "Privacy Legislation") that has been collected, used and/or disclosed by or on behalf

of Customer or its Affiliates during the Term of this Agreement (collectively, "Personal Information"). High Line shall comply with all Privacy Legislation in the course of processing any Personal Information in connection with the services contemplated in this Agreement. Without limiting the foregoing, in the course of rendering the services contemplated in this Agreement, High Line shall:

- i) notify Customer in the event of High Line becoming aware of any loss, theft, damage or unauthorized or unlawful access involving Personal Information or Processing;
 - ii) in the event that disclosure by High Line of Personal Information is required by law, promptly notify Customer in writing before complying with any such requirement for disclosure or transfer and comply with all reasonable directions of Customer relating thereto;
 - iii) only Process Personal Information for the purposes of rendering the services in accordance with the Agreement and as otherwise instructed by Customer in writing from time to time, and not Process any Personal Information in any other manner without the express prior written consent of Customer;
 - iv) limit access to Personal Information only to those representatives who need to have access to the Personal Information solely for the purposes of High Line rendering the services under the Agreement;
 - v) ensure that it takes all necessary steps to implement physical, technical and administrative and other organizational measures, including such measures as required under applicable Privacy Laws to safeguard the Personal Information against loss, theft, damage or unauthorized or unlawful access or Processing;
 - vi) ensure that all Personal Information Processed by High Line in the course of performing the services is securely segregated from any other information owned or managed by High Line or other third parties, including implementing any necessary access barriers and password authorization procedures in connection therewith;
 - vii) provide Customer (or its Representatives) with access to the records of High Line for the purposes of auditing, inspecting, examining and otherwise verifying High Line's compliance with these paragraphs
9. Subcontractors; Third Party Products. High Line may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor"). "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services. The Services may permit access to or utilize Third-Party Products. For purposes of this Services Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance by website link, Exhibit C (Third Party Product Terms) of which is attached hereto, or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. High Line cannot guarantee the continued availability of such Third-Party Products and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Product ceases to make the third-party application available for interoperability with the corresponding High Line Service in a manner acceptable to High Line.
10. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with High Line's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges

all photos, "screen captures", videos, or related media of High Line products, pages, and related documentation shall be approved by High Line prior to any publicly accessible disclosure of such media.

11. Representations, Warranties, and Disclaimers.

- a) Service Performance Warranty. High Line warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND High Line STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.
- b) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. High Line DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. High Line DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- c) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. HIGH LINE DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE High Line SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH HIGH LINE WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, HIGH LINE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, High Line DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

12. Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

13. Customer Requirements.

- a) Customer shall provide the following services and support to High Line at no cost to High Line and at Customer's expense, or shall reimburse High Line's reasonable expenses in providing such support on Customer's behalf:
 - i) A network connection at Customer location. A network is assumed to exist at Customer's site. The High Line application is network design independent, but assumes current, industry-supported network topography is in use.
 - ii) Valid/compatible SSL Certificate (if SSL is desired); and
 - iii) If applicable, up-to-date copies of any Third Party Products with full and complete licenses and supporting documentation, including pre-paid technical support for the duration of the Professional Services.
- b) Customer Hosting Facility Obligations. When using the Hosting Facility, Customer shall:
 - i) Comply with any operating instructions on the use of the system, access, change control and other procedures required by the hosting facility;
 - ii) Work with High Line to resolve any performance related conditions and resolve any application related problems impacting Customer's Use of the system and its functionality;
 - iii) Determine and be responsible for the authenticity and accuracy of all information and data submitted to hosting facility; and

- iv) Be responsible for the following technical and environmental setup services:
 - (1) Selection of connectivity options provided by High Line; and
 - (2) The actual contents of the pilot database for any given training.

14. Indemnification.

- a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any High Line intellectual property furnished by High Line and used by Customer infringes a third party's intellectual property rights, High Line will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by High Line, if Customer does the following:
 - i) Notifies High Line promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
 - ii) Gives High Line sole control of the defense and any settlement negotiations; and
 - iii) Gives High Line the information, authority, and assistance High Line needs to defend against or settle the claim.
- b) Alternative Resolution. If High Line believes or it is determined that any of the Services may have violated a third party's intellectual property rights, High Line may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, High Line may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- c) No Duty to Indemnify. High Line will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. High Line will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by High Line. High Line will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by High Line. High Line will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- d) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against High Line.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR

INFRINGEMENT OR MISAPPROPRIATION OF HIGH LINE INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY HIGH LINE FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

16. Force Majeure. High Line shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond High Line's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.
17. Independent Contractor; Third Party Agreements. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit High Line to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
18. Entire Agreement; Amendment. This Services Agreement and documents incorporated herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into Exhibit A. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and documents incorporated herein shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and Exhibit A shall supersede the terms in any non-High Line purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) Exhibit A attached hereto and incorporated herein, 3) the High Line Services Agreement and incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.
19. General. This Agreement shall be governed by and construed in accordance with the laws of Customer's State/Province, without giving effect to conflict of law rules. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in Exhibit A and (ii) High Line at 300 Continental Blvd., Suite 565, El Segundo, CA 90245. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent

breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it. Customer may not assign this Agreement without the express written approval of High Line and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Exhibit A - High Line Fees; Services

High Line: High Line Software Inc.		Customer Name: Rock County Wisconsin	
High Line Address: 300 Continental Blvd., Suite 565 El Segundo, CA 90245		Customer Address: 51 South Main Street Janesville, WI 53545	
IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.			
Signature:		Signature:	
Print Name:		Print Name:	
Signature Date:		Signature Date:	
Quote Creation Date:	January 29, 2021	Contact Email:	
Quote Expiration Date:	30 days from Quote Creation	Maximum Number Active Employees:	2,500

Table 2 - Fee Summary

Service Description	Quantity (if applicable)	Term Start Date	Term End Date	Payment Terms	Fees
Gap Assessment (Personality & HRIS)		Feb. 2021	Apr. 2021	One-time. Net 30 from High Line invoice	\$0
Personality License version 5.04 + Hosting Services		Jan. 1, 2021	Dec. 31, 2021	Annually. Year 1 upon start of move to Hosting.	\$72,177.50
Personality License version 5.04 + Hosting Services		Jan. 1, 2021	Dec. 31, 2021	Annually. Due once Hosting move completed	\$72,177.50
Discount					(\$50,343.07)
Set Up Fee for Hosting				One-time. Due upon installation.	\$6,000
Discount					(\$6,000)
Windward Std Volume Server Engine Unlimited Reports/day ^ 8 Cores	1	Jan. 1, 2021	Dec. 31, 2021	Included	
Symmetry Tax Engine Services	1	Jan. 1, 2021	Dec. 31, 2021	Included	
Logi Analytics Software Services	1	Jan. 1, 2021	Dec. 31, 2021	Included	
Oracle Business Intelligence – Publisher Edition	25	Jan. 1, 2021	Dec. 31, 2021	Included	
Oracle Java Advance Desktop SE Users	50	Jan. 1, 2021	Dec. 31, 2021	Included	
Oracle Database Server - Standard Edition Two	1	Jan. 1, 2021	Dec. 31, 2021	Included	
Oracle Weblogic - Standard Edition	1	Jan. 1, 2021	Dec. 31, 2021	Included	
Total Fees Due:					\$94,011.93

The Payment Terms found in Table 2 are valid only for the term ending Dec. 31, 2021. Thereafter and for each Renewal Term, Fees are due Net 30 from High Line invoice.

High Line commits to the service rates below through Dec. 31, 2021. Thereafter, High Line current rates for services shall apply.

RESOURCE	DAILY ONSITE RATE	DAILY REMOTE SERVICES RATE
VP/Manager/Sales	\$ 1,800	\$ 1,500
Senior Application Consultant	\$ 1,500	\$ 1,200
Consultant	\$ 1,500	\$ 1,200
Implementation Specialist	\$ 800	\$ 700
Senior Technical Consultant	\$ 1,500	\$ 1,200
Programmer Analyst	\$ 1,500	\$ 1,200

Travel Cost not included in Onsite Rate and will be billed to Customer.
Travel Time will apply if Onsite is for less than a full week.

Exhibit B – Implementation Plan

Implementation Plan intentionally left blank. Not applicable to this project.

Exhibit C - Third Party Product Terms

1. Windward Studios Report Writer. The Windward Studios products to which this Section applies are identified in Exhibit A. Customer shall be deemed to have the right to Use Windward Report Writer (“Windward”) as an authorized sublicensee of High Line on the terms set out in this Agreement. Customer agrees not to decompile, reverse engineer or comprehensively copy Windward, or sell Windward or data therefrom independently from Windward.
2. Symmetry Software Tax Engine. The Symmetry Software products to which this Section applies are identified in Exhibit A. Customer shall be deemed to have the right to Use the Symmetry Tax Engine™ (the “STE”) as an authorized sublicensee of High Line on the terms set out in this Agreement. Customer agrees not to decompile, reverse engineer or comprehensively copy the STE, data from the STE, or sell the STE or data therefrom independently from the STE. When appropriate, High Line will provide Customer interim updates reflecting tax rate and formula changes.
3. Logi Analytics Software. The Logi products to which this Section applies are identified in Exhibit A. Customer shall be deemed to have the right to Use the Logi Analytics™ Software as an authorized sublicensee of High Line on the terms set out in this Agreement. Sublicensee agrees to the following terms and conditions for the right to use the Logi Analytics Software noted below (the “Logi Analytics Software”):
 - a. access to and use of the Logi Analytics Software is restricted to machine-readable, executable, object-code or bytecode form only;
 - b. use of the Logi Analytics Software by any third party other than the Sublicensee for the Sublicensee’s business purposes is prohibited;
 - c. any other transfer or conveyance of the rights or licenses granted to the Sublicensee is prohibited;
 - d. reverse engineering, disassembly or decompilation of the Logi Analytics Software is prohibited; and
 - e. Logi Analytics is not a third party beneficiary of High Line’s rights under such Sublicensee Agreement with respect to the Sublicensee’s use of, or obligations with respect to, the Logi Analytics Software, with full authority to enforce such rights against the Sublicensee. This Sublicensee Agreement shall further disclaim any and all warranties of Logi Analytics to the Sublicensee and liabilities of Logi Analytics to the Sublicensee for any losses or damages, whether direct or indirect, including incidental or consequential damages, arising from the use of the Logi Analytics Software.
4. Oracle Corporation Technology Programs. The Oracle products to which this Section applies are identified in Exhibit A.
 - a. High Line (“SUB-LICENSOR”) has entered into a Value Added Relicensor Agreement to allow SUB-LICENSOR the right to market and grant sub-licenses, at discounted rates, to Customer (“SUB-LICENSEE”). In accordance with the terms and conditions of the Value Added Relicensor Agreement entered into by SUB-LICENSOR, SUB-LICENSEE agrees to the following terms and conditions for the right to use the Application Programs as defined in the “Oracle Corporation Application Programs”):
 - b. Use of the Oracle Corporation Application Programs is restricted to object code form only, on a single Designated System, by a maximum number of Users for Sub-licensee’s own internal data processing;
 - c. SUB-LICENSEE shall not transfer or duplicate of the Oracle Corporation Application Programs except for temporary transfer in the event of computer malfunctions. Only a single backup or archival copy is permitted;
 - d. SUB-LICENSEE shall not assign, give, transfer, timesharing, provide subscription service, hosting, outsourcing or rental service of the Oracle Corporation Application Programs;
 - e. Use of the Oracle Corporation Application Programs for any purpose outside the scope of the Agreement between the SUB-LICENSOR and SUB-LICENSEE is prohibited except as otherwise specified;

- f. SUB-LICENSEE shall not reverse engineer, disassemble or decompile the Oracle Corporation Application Programs except where SUB-LICENSOR has not provided SUB-LICENSEE, within a reasonable time and after written request, such information as is available to SUB-LICENSOR and is necessary by SUB-LICENSEE to create software programs which are interoperable with the Oracle Corporation Application Programs but do not infringe intellectual property rights;
- g. Title to Oracle Corporation Application Programs shall not pass to SUB-LICENSEE and SUB-LICENSOR (or Oracle Corporation) retains all ownership and intellectual property rights to the Application Programs;
- h. SUB-LICENSEE shall, at termination of this Sub-license Agreement, discontinue use and shall destroy or return to SUB-LICENSOR the Oracle Corporation Application Programs, documentation and all archival or other copies of the Application Programs;
- i. Publication or disclosure to third parties of any results of benchmark tests run on the Oracle Corporation Application Programs is prohibited;
- j. SUB-LICENSEE must comply fully with all relevant export laws and regulations of Canada and the United States to assure that neither the Oracle Corporation Application Programs nor any direct product thereof are exported, directly or indirectly, in violation of Canadian or United States laws;
- k. Oracle Corporation Application Programs are not specifically developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Any claims or damages arising from use of the Oracle Corporation Application Programs for such applications by SUB-LICENSEE are prohibited;
- l. Third Party technology that may be appropriate or necessary for use with some Oracle programs is specified in the application package documentation or as otherwise notified by Sub-Licensor and that such third party technology is licensed to the Sub-licensee only for use with the application package under the terms of the third party license agreement specified in the application package documentation or as otherwise notified by Sub-licensor and not under the terms of the end user license agreement;
- m. Oracle Corporation Application Programs are excluded from the Uniform Computer Information Transactions Act;
- n. SUB-LICENSEE shall direct any technical support issues directly to SUBLICENSOR; and
- o. Oracle Corporation is a Third-Party Beneficiary of the end-user license agreement but does not assume any obligations hereunder.
- p. In accordance with the Business Alliance Programme Agreement number 3285 dated June 7, 1997 and the "Addendum" bearing an effective date June 1, 1999 in effect between SUB LICENSOR and Oracle Corporation Canada Inc. ("Oracle"), SUB-LICENSOR hereby grants to the SUB-LICENSEE a non-exclusive, non-transferable sub-license of the Oracle Corporation Application Programs set forth in 4 below.
- q. ORACLE SHALL NOT BE HELD LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL ARISING FROM THE USE OF THE PROGRAMS. THIS SUB LICENSE DOES NOT INCLUDE WARRANTIES, EXPRESS OR IMPLIED, ON BEHALF OF ORACLE.
- r. SUB-LICENSOR is permitted to audit the SUB-LICENSEE's Use of the Oracle Corporation Application Programs as licensed herein and requires the end user to provide reasonable assistance and access to information in the course of such audit and permit SUB-LICENSOR to report the audit results to Oracle or to assign SUB-LICENSOR's right to audit the SUB-LICENSEE's Use of the programs to Oracle. Where SUB LICENSOR assigns the right to audit to Oracle, then Oracle shall not be responsible for any of SUB-LICENSOR's or end user's costs incurred in cooperating with the audit.

Exhibit D – Service Level Agreement

1 SYSTEM AVAILABILITY

Performance Standard: System Available 24 X 7 X 365 99.5% of the time, measured by a rolling 6-month period.

Systems will be available 24 x 7 x 365 with the exception of time required for any maintenance windows when required by High Line or for unexpected events, such as the need to install security fixes to eliminate a supplier- or vendor- identified security threat.

A guaranteed uptime of 99.5% availability of hardware and network components controlled by High Line (i.e. not the Customer computers, the Customer network or general internet availability) is therefore provided. Uptime and availability are not synonymous. A system can be up, but not available, as in the case of a Customer network outage.

The 99.5% availability metric will be measured by a rolling 6-month period.

High Line shall conduct regular maintenance within its maintenance window between the hours of every Saturday 5:00 PM Eastern Time to Sunday at 5:00 PM Eastern Time (the “Planned Maintenance”). This window is used once a month, at a maximum, and Customers are informed via email generally two weeks in advance if this maintenance window is required. The use of the window is coordinated with the Customer in an effort to avoid impacting any weekend work plans.

Excluded Downtime means (i) Planned Maintenance; (ii) any period of unavailability lasting less than 15 minutes, not to occur more than once per month; (iii) issues arising from components controlled by the Customer (or its vendors, contractors or service providers) and their performance or failure to perform which impair or disrupt Customer’s connections to the Internet and the transmission of data as reasonably determined by High Line after an investigation into the issue; (iv) that resulted from any actions or inactions of Customer or any third parties.

“Non-excluded Downtime” means a period of downtime that is not Excluded Downtime.

Availability will be calculated on a monthly basis, calculated to two decimal places, and is calculated as:

$$\text{Percentage Availability} = \frac{\text{Total Uptime}}{\text{Total Uptime} + \text{Total Downtime}}$$

Percentage Availability is the percentage of total time in a calendar month that the system is available.

Total Uptime is the sum of minutes the system was available minus Excluded Downtime and Non-Excluded Downtime.

Total Downtime is the sum of minutes in the calendar month minus Non-Excluded Downtime

For example, in the month of March there are 31 days, so if there were no downtime of any kind, the system would be available for 31 X 24 hours = 744 hours. If there were 6.25 hours of planned downtime and an additional 3.50 hours of unplanned downtime in the month, then the formula would be 734.25 hours of uptime divided by 737.75 hours of planned uptime.

$$\text{Percentage Availability (99.53\%)} = \frac{\text{Total Uptime (744 - 9.75 = 734.25)}}{\text{Total Uptime (734.25) + Total Downtime (3.50) = 737.75}}$$

At Customer’s request a report of the details around any unplanned downtime incidents lasting longer than 15 minutes will be sent to the Customer’s contacts after the system has resumed normal operation.

2 RESPONSE TIME

Performance Standard: System response time is within the performance indicated in Exhibit A, Appendix I, 95% of the time.

Performance Standard: Batch Processing and Report Generation will be measured as number of transactions per minute, identified by each process in Exhibit A, Appendix I, 95% of the time.

A performance standard of screen response time within the performance indicated in Exhibit A, Appendix I of 95% of the time, is based on the hardware, software and network components controlled by High Line (i.e. not the Customer computers, the Customer network or general internet availability).

Screen and Report response is based upon High Line provided functions as noted in Exhibit A, Appendix I.

In standard benchmarks of web-based applications, the practice is to define response time to see 90th percentile or 95th percentile response times used. The benchmark may specify that the 90th percentile response time of a transaction should be within x seconds. This means that only 10% of the transactions have a response time higher than x seconds and can therefore be a meaningful measure. The same measure would be used for a 95th percentile response time, where only 5% of the transactions are beyond that measure. This is particularly important when there is, for many valid reasons, the potential for widely varying response times.

Screen response time metrics will be measured by Customer. Report and Batch Processing response time metrics will be derived from actual values stored in the application database, indicating start and stop times for the various processes.

Performance of the application is also dependent up on regular maintenance of historical information that has become redundant. Regular pruning of application logs (such as execution run logs and audit logs) and transactional data (pay period transactions) must be undertaken by the customer in order to maintain performance levels.

2.1 Screen Response Time

For the identified screens (in Exhibit A, Appendix I), the response time is measured in the amount of time it takes to load the screen and be ready for further entry. Each of these screens being loaded will also result in the query of the database of a large amount of data and then the presentation of the data on the screen. Saving a record on these screens (where possible) will result in the same type of transactional lag: save the data to the database, and then re-query it (the same step as when initially logging in to the screen).

2.2 Batch Processing and Report Generation Response Time

The identified batch/report processes (in Exhibit A, Appendix I) will have a widely varied response time, dependent upon the transactional volume. The response times noted will be indicative of the start and stop times, as recorded in the database for each process divided by the number of transactions being processed

3 SYSTEM MONITORING

Performance Standard: Monitor Network, Server Performance and Database Performance 24 X 7 X 365. Notify the Customer if the issue is not resolved within fifteen minutes during regular business hours.

Performance Standard: At Customer's request, a quarterly report of incidents will be sent to Customer contacts.

High Line will enable automated monitoring of network connectivity, system availability, performance and resource usage. In the event that the automated process identifies a system issue, an alert is sent to personnel at High Line, and (if desired) the Customer. Upon receipt of such an alert, High Line staff will log the issue and investigate and resolve the issue.

If the issue is not resolved within fifteen minutes, an update must be sent to Customer contacts as identified in the Customer Care system as "Prime" to indicate the issue, issue status, the action plan, and an estimated time of resolution.

3.1 Network Monitoring

Monitoring includes availability usage, network related response time, threats and attempted attacks. In the event of an outage, rollover to a backup communications link is automatic.

3.2 Server Performance Monitoring

High Line will monitor production servers for performance spikes, non-responsiveness and any hardware failure incident.

3.3 Oracle Database management, monitoring & maintenance

High Line will monitor databases for deadlocks, disk space management, performance spikes, hardware component failures and other potential failures.

4 DISASTER RECOVERY

Performance Standard: System restoration within forty-eight (48) hours of the declaration of the disaster.

A Disaster is defined as any event that renders a business facility inoperable or unusable so that it interferes with the organization's ability to deliver essential business services. A Disaster will be declared solely by High Line. A Disaster would be declared by High Line if:

- If the hosting facility or major components in the facility are rendered inoperable
- The issue cannot be rectified faster than the time it would take to move operations to the disaster recovery site.

The notice process described in Section 3 of this Exhibit, System Monitoring, will be utilized here, but should an incident occur that, in High Line's opinion, has the potential to result in the declaration of a disaster, High Line will contact individuals identified by the Customer within a reasonable time by providing notice via email, posting a notice online, or any other reasonable mechanism.

The guideline for the restoration of base level services such as payroll entry and processing is within a 48-hour window from a declared disaster, or other value as may be agreed upon by contract.

Such a declaration will consider the current payroll schedule, the payroll-processing window and High Line's best estimate of when the system will be restored.

Report to be generated for the disaster incident detailing:

1. the nature of the disaster
2. when it was declared
3. actions already taken by High Line and future actions to be taken
4. recommended actions Customer should take

Attainment of the standard is measured by the calculation of the time between the declaration of the disaster and the time the Customer's system environment has been restored and verified and connectivity has been re-established such that operational processing is ready to begin.

During a declared disaster, performance service levels will not be measured. Measurement will restart after processing has been restored to the primary hosting facility.

5 APPLICATION OF UPDATES AND UPGRADES

Performance Standard: Patches applied to servers, operating systems and application as agreed upon with the Customer.

5.1 Personality Product Upgrades and Patches

Requests for software upgrades are made through the creation of a Customer Care (“CCare”) case identifying the release/patch to be applied to production, and are then applied at a mutually agreeable schedule time. In this context, this applies to all supported applications, including but not limited to the Windward Report Engine.

No upgrades will be applied to production environments without an explicit, documented Customer request.

The Customer must review available upgrade information as it becomes available to make an informed decision about the upgrade context.

5.2 Application of Operating System and server updates and patches

As operating system (Windows or Linux) and application/database server patches are made available on a regular basis, these updates will be applied to the Customer environments automatically, without Customer request, during a scheduled maintenance window. Such patches will first be deployed to test environments, and subsequently to production environments.

High Line may provide updates and regular maintenance to test environments during regular business.

In the event of a critical zero-day security patch, this will be applied as soon as possible.

Exhibit A, Appendix I – SYSTEM RESPONSE TIME METRICS

APPENDIX I: System Response Time Metrics					
#	Service Category	Hours of Operations or Operating Tasks	Availability & Performance Standards	Standards	Performance Measurement/Metric
1	Payroll Performance	Payroll Processing: <ul style="list-style-type: none"> • Calculation Gross to Net (UPCALC) 	Guaranteed payroll run time for the UPCALC process of up to 1.5 hours for a pay run (wall clock processing time not including any print time) for up to 2,000 employees. This assumes: 1. High Line is responsible for database administration and performance and High Line's controls for the promotion of code to production are followed. 2. Multi-threading is utilized where required. 3. Standard volume of (average) 12 Benefit and/or Attendance plans per employee. 4. Out of the box	Thru put guarantee is based on a dual processor application server and multi-processor database server.	Performance statistics against standard including the processing time per employee and the overall pay run time. Payroll Gross to Net: This will be calculated as follows: Number of pays rendered/time (in minutes) as noted in "Availability & Performance Standards".
2	Response Time	Measured from the point that a request reaches, is processed and exits High Line's Network	Based on Transaction Type This measurement assumes that Customer has followed High Line's minimum workstation recommendation for the application as configured for Customer and the workstation(s) running payroll is not concurrently running any other process that would impact the workstation and response time. This measurement also assumes the functionality being measured is "out-of-the-box" and not screens or features that were customized at Customer's request.	Simple Transactions or queries - 3 second average response time from the point where a transaction enters High Line's network till it exits with a response. Complex transactions (requiring multiple calculations) - 5-second average response time from the point where a transaction enters High Line's network till it exits with a response. Complex reports and queries, such as one that is accessing 5 or more tables or 500,000 or more rows, and batch processes are excluded from this standard. All transactions will be monitored so if response time is degraded as a result of complex reports, queries or batch processes, an exception report can be produced that identifies the activity or activities that are contributing to the issue, so that a remedy/ resolution can be reached.	End to end hosting site internal response time (that is the round trip response time from the point of entry into High Line's network/servers and to point of exit from hosting site).

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

General Services Committee
INITIATED BY

General Services Committee
SUBMITTED BY



Brent Sutherland –
Director of Facilities Management
DRAFTED BY

March 24, 2021
DATE DRAFTED

Awarding the Contract for Exterior Wall Restoration at the Jail

- 1 **WHEREAS**, \$175,000 was budgeted in 2021 for the exterior wall restoration at the Jail, and;
- 2
- 3 **WHEREAS**, the masonry tuck-pointing and calking needs are immediate to prevent further
- 4 structural damage and ongoing water leaks, and;
- 5
- 6 **WHEREAS**, the tuck-pointing for the Jail is extensive and is being completed over a multi -year
- 7 budget cycle with 2023 being the final year, and;
- 8
- 9 **WHEREAS**, specifications were drafted and bids solicited with Seven (7) contractors submitting
- 10 bids, and;
- 11
- 12 **WHEREAS**, the lowest most responsive and responsible bidder Corporate Contractors Inc.
- 13
- 14 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
- 15 assembled this ____ day of _____, 2021 does hereby approve and authorize
- 16 awarding a contract in the amount of \$92,567 to Corporate Contractors Inc of Beloit, WI, for
- 17 the exterior wall restorations at the Jail.
- 18
- 19 **BE IT FURTHER RESOLVED**, a contingency fund of \$9,500 be established to cover any
- 20 unforeseeable issues that arise.

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Robert Potter, Chair

Tom Brien, Vice Chair

William Wilson

Brent Fox

Dave Homan

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats., requires the project to be let to the lowest responsible bidder.

s/Bridget Laurent

Bridget Laurent
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

FISCAL NOTE:

This project is bein funded with sales tax revenue.

/s/Sherry Oja

Sherry Oja
Finance Director

Rock County, Wisconsin
51 South Main Street
Janesville, WI 53545

Facilities Management
Phone (608)757-5527
Fax (609) 757-5516



Executive Summary

Awarding the Contract for Exterior Wall Restoration at the Jail

The resolution before you awards a contract for tuck pointing and caulking of the exterior masonry walls at the Jail. This work is necessary to prevent further deterioration caused by water damage behind the wall. There are currently several water leaks due to the failure of existing mortar and caulk joints. This work is extensive and is budgeted over a multi-year budgets with a final completion scheduled for 2023.

Bids were solicited with Seven (7) contractors responding. The Director of Facilities Management and Purchasing Manager recommend awarding the bid to the lowest, most responsive and responsible bidder, Corporate Contractors Inc. out of Beloit, Wisconsin in the amount of \$92,567 This resolution also approves a \$9,500 contingency fund for any unforeseeable issues that may arise.

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

General Services Committee
INITIATED BY

General Services Committee
SUBMITTED BY



Brent Sutherland –
Director of Facilities Management
DRAFTED BY
March 24, 2021
DATE DRAFTED

Awarding the Contract for Exterior Wall Restoration at the Courthouse

- 1 **WHEREAS**, \$200,000 was budgeted in 2021 for the exterior wall restoration at the Courthouse
- 2 building, and;
- 3
- 4 **WHEREAS**, the masonry, tuck-pointing and caulking needs are immediate to prevent further
- 5 structural damage and ongoing water leaks, and;
- 6
- 7 **WHEREAS**, the tuck-pointing for the Courthouse is extensive and is being completed over a
- 8 multi -year budget cycle with 2024 being the final year, and;
- 9
- 10 **WHEREAS**, specifications were drafted and bids solicited with seven (7) contractors submitting
- 11 bids, and;
- 12
- 13 **WHEREAS**, the lowest most responsive and responsible bidder is Corporate Contractors Inc.
- 14
- 15 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
- 16 assembled this _____ day of _____, 2021 does hereby approve and authorize
- 17 awarding a contract in the amount of \$182,250 to Corporate Contractors Inc, out of Beloit WI
- 18 for the exterior wall restorations at the Courthouse.
- 19
- 20 **BE IT FURTHER RESOLVED**, a contingency fund of \$18,250 be established to cover any
- 21 unforeseeable issues that arise.

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Robert Potter, Chair

Tom Brien, Vice Chair

William Wilson

Brent Fox

Dave Homan

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats., requires the project to be let to the lowest responsible bidder.

s/Bridget Laurent

Bridget Laurent
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

FISCAL NOTE:

This project is being funded by sale tax revenue.

/s/Sherry Oja

Sherry Oja
Finance Director

Rock County, Wisconsin
51 South Main Street
Janesville, WI 53545

Facilities Management
Phone (608)757-5527
Fax (609) 757-5516



Executive Summary

Awarding the Contract for Exterior Wall Restoration at the Courthouse

The resolution before you awards a contract for tuck pointing and caulking of the exterior masonry walls at the Courthouse building. This work is extensive and will be completed over a multi-year budget cycle with a final completion in 2024. This work is necessary to prevent further deterioration caused by water damage behind the wall. There are currently several water leaks due to the failure of existing mortar and caulk joints.

Bids were solicited with seven (7) contractors responding Facilities Management is recommending awarding the contract to the lowest, most responsive and responsible bidder, Corporate Contractors Inc of Beloit, Wisconsin, in the amount of \$182,250. The resolution also approves an \$18,250 contingency fund for any unforeseeable issues that may arise.



BID SUMMARY FORM

PROJECT NUMBER: #2021-14
 PROJECT NAME: EXTERIOR WALL RESTORATIONS
ROCK COUNTY COURTHOUSE & CORRECTIONAL FACILITY
 DEPARTMENT: ROCK COUNTY FACILITIES MANAGEMENT
 BID DUE DATE: MARCH 23, 2021 – 1:30 P.M.

	CORPORATE CONTRACTORS BELOIT WI	CUSTOM RESTORATION SUSSEX WI	B&B QUALITY RESTORATION FITCHBURG WI	BUILDING RESTORATION CORP OF WI ROSEVILLE MN	INNOVATIVE MASONRY RESTORATION OF WI PRIOR LAKE MN	STATZ RESTORATION MENOMONEE FALLS WI	RD WOODS WEST ALLIS WI
COURTHOUSE	182,250.00	191,890.00	239,860.00	268,916.00	244,000.00	347,000.00	NO BID
CORRECTIONAL FACILITY	92,567.00	108,870.00	133,576.00	168,896.00	210,000.00	182,000.00	141,500.00
TOTAL BID	\$ 274,817.00	\$ 300,760.00	\$ 373,436.00	\$ 437,812.00	\$ 454,000.00	\$ 529,000.00	\$ 141,500.00
BID BOND	YES	YES	YES	YES	YES	YES	YES
START DATE	CH 7/1/21 JAIL 4/15/21	CH 5/1/21 JAIL 4/20/21	CH 6/1/21 JAIL 4/15/21	CH 6/21/21 JAIL 6/14/21	CH 5/17/21 JAIL 5/17/21	CH 5/1/21 JAIL 5/1/21	JAIL 7/12/21
COMPLETION DATE	CH 9/15/21 JAIL 6/30/21	CH 6/20/21 JAIL 6/10/21	CH 9/1/21 JAIL 6/15/21	CH 9/3/21 JAIL 8/9/21	CH 8/9/21 JAIL 8/2/21	CH 10/1/21 JAIL 8/15/21	JAIL 8/23/21

Invitation to Bid was advertised in the Beloit Daily News and on the Internet. Six additional vendors were solicited that did not respond.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Corporate Contractors Inc

SIGNATURE: 

3-24-2021

DATE

GOVERNING COMMITTEE APPROVAL: _____

CHAIR

VOTE

DATE

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Sheriff Troy J. Knudson
INITIATED BY

Public Safety & Justice
Committee
SUBMITTED BY



Sergeant Shena Kohler
DRAFTED BY

3/22/2021
DATE DRAFTED

**AUTHORIZING A ONE - YEAR AGREEMENT WITH THE CITY OF JANESVILLE
FOR THE HAZARDOUS MATERIALS RESPONSE TEAM**

1 **WHEREAS**, the City of Janesville has firefighters equipped and trained in the proficiency standards
2 necessary to safely and effectively respond to a Level "B" or Type III hazardous materials release; and,
3

4 **WHEREAS**, the City of Janesville is willing to deploy the team to respond to incidents involving actual
5 or potential hazardous material releases of a Type III level of response on a countywide basis under the
6 provision that the response is cost neutral to the City of Janesville; and,
7

8 **WHEREAS**, the City of Janesville has previously provided contracted hazardous material response
9 services and confirmed a team of certified and equipped firefighters within the Janesville Fire Department
10 capable to serve as the Rock County Hazardous Materials Response Team, originally established in 2004;
11 and,
12

13 **WHEREAS**, Wisconsin State Statute 323.71 and Chapter 2.5 of the Rock County Ordinances allow Rock
14 County to bill the responsible party for the cost to respond to hazardous material releases; and,
15

16 **WHEREAS**, the billing is structured such that Rock County is able to recover some, if not all, of the costs
17 associated with a hazardous materials response; and,
18

19 **WHEREAS**, given Rock County's population density, transportation corridors, industrial base and focus
20 on homeland security, the Rock County Board of Supervisors believes it is prudent to continue to maintain
21 a countywide response capability.
22

23 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
24 assembled this _____ day of _____, 2021 does hereby authorize and direct the Rock
25 County Board Chair and the Rock County Clerk to execute the one – year Rock County Hazmat
26 Response Services Agreement with the City of Janesville in the amount of \$55,350.

Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

Mary Beaver, Chair

Brian Knudson, Vice Chair

Jacob Taylor

Ron Bomkamp

Danette Rynes

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.51, 66.0301 and 323.71, Wis. Stats.

/s/Bridget Laurent

Bridget Laurent
Deputy Corporation Counsel

FISCAL NOTE:

These services are funded by tax levy.

/s/Sherry Oja

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith
County Administrator

EXECUTIVE SUMMARY

The Rock County Hazardous Materials Response Team was permanently established in 2004, pursuant to the Rock County Hazmat Emergency Response Plan as mandated by Wisconsin Statute 323.14 and under the authority granted to local agencies to respond to hazardous substance releases per Wisconsin Statute 323.71.

The County of Rock and the City of Janesville Fire Department agreed to intergovernmental cooperation pursuant to the Rock County Hazmat Emergency Response Plan, to utilize the Janesville Hazmat Response Team as a countywide response asset, identifying the team as the Rock County Hazardous Materials Response Team. The Rock County Hazardous Materials Response Team is funded by Rock County (Budget 21-2540-0000-00000).

This resolution authorizes the Board Chair and County Clerk to authorize a continued, contractual agreement with the City of Janesville for the provision of Hazmat response services for one calendar year. Under this agreement, the HAZMAT Response Team, composed of members of the Janesville Fire Department, will respond to Level “B” or Type III hazardous material incidents that occur anywhere within Rock County with the goal of arriving on scene in less than one hour. The Team will include approximately 40 personnel trained to the Hazardous Materials Technician level. This compliment of technicians would mean that a minimum of six to eight technicians are on duty at any given time.

The City is willing to provide services to Rock County with the caveat that it is cost neutral for the City of Janesville. Under this agreement, the County commits to pay for the fixed cost of keeping the team trained and response ready for the length of the agreement. The County also commits to pay the City for any incremental cost the team incurs should it make a HAZMAT response. Those costs include items such as employee salaries, benefits, and consumable materials associated with the HAZMAT response. The County reimburses the City’s costs and bills the party responsible for the incident to recover those direct expenses from the response.

Under Wisconsin State Statutes and Chapter 2.5 of the County Ordinances, Rock County can bill and collect from the identified, responsible party for the cost of responding to hazardous materials incidents. The amount collected each year would depend on how many times the team is called out and how long it takes to control the incident.

Fiscal Year 2021 – Level B Hazmat Team – Budget

Revenues

44100 Fees \$4,000 (Estimated Revenue)

Expenses

62119 Contracted Services \$55,350

History of Budget from Previous Years – Level B Hazmat Team

Year	Revenue	Expense
2020	\$ 0	\$ 34, 398 (Budget \$50,447)
2019	\$ 13,658	\$ 44,691
2018	\$ 0	\$ 50,447
2017	\$ 0	\$ 49,721
2016	\$ 0	\$ 41,371
2015	\$ 17,793	\$ 56,182* <i>*Plus Motor Vehicle Expense - \$10,128</i>
Total	\$ 31,451	\$ 276,810

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Melissa R. Wittwer, Director
Rock County Child Support Services
INITIATED BY



Melissa R. Wittwer, Director
Rock County Child Support Services
DRAFTED BY

Public Safety and Justice Committee
SUBMITTED BY

February 25, 2021
DATE DRAFTED

RECOGNIZING CARLA BUCHANAN FOR SERVICE TO ROCK COUNTY

WHEREAS, Carla Buchanan has served the citizens of Rock County for the past 20 years as a dedicated and valued employee of Rock County and is retiring on April 5, 2021; and

WHEREAS, Carla Buchanan began her career with Rock County as a seasonal worker in Child Support on October 30, 2000. She promoted to a Child Support Reimbursement Specialist on February 26, 2001; and

WHEREAS, Carla Buchanan then served much of her career as an Administrative Assistant in General Services starting March 19, 2003; and

WHEREAS, Carla Buchanan returned to Child Support Services on January 2, 2018, where she served as a Clerk Typist III and then promoted to a Financial Worker on July 16, 2018; and

WHEREAS, Carla Buchanan has passionately served as an advocate for the employees of Rock County during her years of service with Rock County; and

WHEREAS, the Rock County Board of Supervisors representing the citizens of Rock County wishes to commend Carla Buchanan for her years of service with Rock County; and

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this _____ day of _____, 2021, does hereby recognize Carla Buchanan for her years of service and extends their best wishes to her in her future endeavors; and

BE IT FURTHER RESOLVED that the County Clerk be authorized and directed to furnish a copy of this resolution to Carla Buchanan.

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

_____/s/_____
Mary Beaver, Chair

_____/s/_____
Brian Knudson, Vice Chair

_____/s/_____
Jacob Taylor

_____/s/_____
Ron Bomkamp

_____/s/_____
Danette Rynes

COUNTY BOARD STAFF COMMITTEE

Richard Bostwick, Chair

Wes Davis, Vice Chair

Kevin Leavy

Louis Peer

J. Russel Podzilni

Tom Brien

Alan Sweeny

Bob Yeomans

Mary Beaver

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**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee
INITIATED BY



Randy Terronez
DRAFTED BY

County Board Staff Committee
SUBMITTED BY

March 30, 2021
DATE DRAFTED

Proclaiming April 22 – April 25, 2021 as YWCA Stand Against Racism Days

- 1 **WHEREAS**, all residents regardless of race, creed, or ethnicity deserve to be treated with dignity,
- 2 respect, compassion, and justice; and
- 3
- 4 **WHEREAS**, Rock County residents value initiatives that will end race-based disparities and make the
- 5 world a more equitable, inclusive, and dignified place for all to live; and
- 6
- 7 **WHEREAS**, the elimination of racism can be achieved only with the participation of all residents in
- 8 dialogue, reflection and action; and
- 9
- 10 **WHEREAS**, Rock County supports YWCA in its praiseworthy mission to eliminate racism, empower
- 11 women, and stand up for social justice, help families, and strengthen communities; and
- 12
- 13 **WHEREAS**, Rock County in celebration of Stand Against Racism, a signature campaign of the YWCA
- 14 USA to build community among those who work for racial justice and to raise awareness about the
- 15 negative impact of institutional and structural racism in our communities.
- 16
- 17 **NOW, THEREFORE, BE IT RESOLVED** by the County of Rock Board of Supervisors on this ____
- 18 day of April, 2021, hereby declares April 22 - April 25, 2021 as Stand Against Racism days in the County
- 19 of Rock and encourages residents, local businesses, educators, and community and faith-based
- 20 organizations to celebrate diversity and advocate for the elimination of racism.

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

Richard Bostwick, Chair

J. Russell Podzilni

Wes Davis, Vice Chair

Alan Sweeney

Tom Brien

Bob Yeomans

Kevin Leavy

Mary Beaver

Louis Peer

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Kathren Sukus, Director
INITIATED BY



Kathren Sukus
DRAFTED BY

Public Safety and Justice
SUBMITTED BY

March 29, 2021
DATE DRAFTED

**Request to Purchase Harris XL-200M Control Station Radios
and Amending the 2021 Budget**

1 **WHEREAS**, the Communications Center is responsible for the continuous operation of the public safety
2 radio system in Rock County; and,
3

4 **WHEREAS**, on November 2, 2020 a countywide network storm disabled the dispatch radio consoles at
5 the primary center; and,
6

7 **WHEREAS**, the Communications Center requires more robust backup radios in the event of prolonged
8 network disruptions; and,
9

10 **WHEREAS**, the Communications Center received a quote for \$39,244.55 for the purchase and installation
11 of (5) Harris XL-200M multi-band radios from our radio system vendor and maintenance provider, General
12 Communications, based off NASPO contract #06913 pricing; and,
13

14 **WHEREAS**, the Communications Center’s budget will require an amendment to cover this purchase, and;
15

16 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
17 this _____ day of _____, 2021 authorizes the purchase in the amount of \$39,244.55 to be
18 awarded to General Communications, Inc., of Madison, Wisconsin and approves the budget amendments
19 as follows:
20

<u>Account/ Description</u>	<u>Budget 04/01/2021</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Source of Funds</u>			
23-2400-0000-47010 General Fund Application	-0-	\$39,245	\$39,245
<u>Use of Funds</u>			
23-2400-0000-67120 Capital Assets	\$40,504	\$39,245	\$79,749

EXECUTIVE SUMMARY

On November 2, 2020 Rock County experienced a network storm which negatively affected the public safety radio system. To address these issues Rock County Information Technology is currently working to physically separate the radio system from the main county network, which will significantly reduce the chances of a network event like this from ever occurring again. The separation should be complete within the next couple of months pending work that needs to be completed by Spectrum and IT staff.

Another issue that occurred during the November network event was that the dispatch radio consoles locked up and telecommunicators were unable to transmit from their normal radio system/headsets. Use of our backup portable radios did not provide a robust enough signal for the prolonged event. Fortunately, the Beloit Police Department was able to send their mobile communications vehicle to the Center to provide radios with much better signal strength until the network issues could be resolved. While the use of Beloit PD's communications vehicle was very helpful during this event, it provided operational obstacles that would not be sustainable if a similar network event occurred again. Therefore we are requesting to purchase (5) XL-200M control station radios to install within the dispatch center so that staff may remain within the center versus the use of a mobile communications vehicle.

This unprecedented event exposed several issues concerning our dependency on a network system and steps that we must take to enhance our backup radio and paging systems. These suggestions may require additional funding before the end of the year and/or future budgets to make certain we have a very solid backup radio system to support the responders if such a prolonged event ever occurs again.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee
INITIATED BY



Sherry Oja, Finance Director
DRAFTED BY

Finance Committee
SUBMITTED BY

March 19, 2021
DATE DRAFTED

CARRYOVER OF 2020 BUDGET APPROPRIATIONS TO 2021

1 **WHEREAS**, obligations were made in 2020 for the purchase of specific goods or services which
2 were not received or will not be completed until 2021; and,
3

4 **WHEREAS**, under generally accepted accounting principles, it is necessary to carry over funds
5 from 2020 budget appropriations to 2021 to provide funding for these obligations.
6

7 **NOW, THEREFORE, BE IT RESOLVED**, by the Rock County Board of Supervisors duly
8 assembled this _____ day of _____, 2021 that the 2020 Budget be amended
9 as follows:

<u>DEPARTMENT</u>	<u>BUDGET AT 1/1/21</u>	<u>AMOUNT OF INCREASE</u>	<u>AMENDED BUDGET</u>
<u>Corporation Counsel</u>			
06-1620-0000-64200 Training	10,090	2,500	12,590
06-1620-0000-47013 Supp. Appr. From Pr. Yr. C/O	-0-	2,500	2,500
<u>Information Technology</u>			
07-1430-0000-62119 Contracted Services	343,881	53,655	397,536
07-1430-0000-62400 Repair and Maintenance	77,522	34,516	112,038
07-1430-0000-62491 Software Maintenance	1,191,045	12,908	1,203,953
07-1430-0000-64701 Software Purchase	43,183	24,765	67,948
07-1430-0000-67130 Terminals and PCs	33,940	32,000	65,940
07-1430-0000-47013 Supp. Appr. From Pr. Yr. C/O	-0-	157,844	157,844
07-1435-0000-67135 Software Purchase	-0-	26,205	26,205
07-1435-0000-47013 Supp. Appr. From Pr. Yr. C/O	-0-	26,205	26,205
07-1444-0000-62119 Contracted Services	-0-	4,808	4,808
07-1444-0000-62210 CIP Telephone	-0-	105,331	105,331
07-1444-0000-64701 Software Purchase	-0-	33,972	33,972
07-1444-0000-67130 Terminals and PCs	-0-	6,455	6,455
07-1444-0000-67135 Capital Assets	241,315	32,107	273,422
07-1444-0000-47013 Supp. Appr. From Pr. Yr. C/O	-0-	182,673	182,673

Carryover of 2020 Budget Appropriations to 2021

Page 2

	BUDGET AT	AMOUNT OF	AMENDED
	<u>1/1/21</u>	<u>INCREASE</u>	<u>BUDGET</u>
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Carryover of 2020 Budget Appropriations to 2021

Page 3

	BUDGET AT	AMOUNT OF	AMENDED
	<u>1/1/21</u>	<u>INCREASE</u>	<u>BUDGET</u>
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	BUDGET AT	AMOUNT OF	AMENDED
	<u>1/1/21</u>	<u>INCREASE</u>	<u>BUDGET</u>
174			
175	<u>DEPARTMENT</u>		
176			
177	<u>Public Works Continued:</u>		
178	<u>County Highway Bridge Aid</u>		
179	41-4300-4182-63803	98,200	464,152
180	Bridge Aid		562,352
181	41-4300-4182-47013	-0-	464,152
182	Supp. Appr. From Pr. Yr. C/O		381,786
183			
184	<u>Routine Maintenance</u>		
185	41-4300-4321-64200	10,000	5,138
186	Training		15,138
187	41-4300-4321-47013	-0-	5,138
188	Supp. Appr. From Pr. Yr. C/O		5,138
189			
190	<u>County Road Construction</u>		
191	41-4300-4328-63705	3,718,000	1,130,000
192	Road Construction		4,848,000
193	41-4300-4328-47013	-0-	1,130,000
194	Supp. Appr. From Pr. Yr. C/O		1,130,000
195			
196	<u>Federal Aid Projects</u>		
197	41-4330-4340-62119	468,200	407,692
198	Other Contracted Services		875,892
199	41-4330-4340-47013	-0-	407,692
200	Supp. Appr. From Pr. Yr. C/O		407,692
201			
202	<u>Shop Operations</u>		
203	41-4350-4230-64200	10,000	4,116
204	Training		14,116
205	41-4350-4230-68110	(980,000)	(4,116)
206	Expense Allocation		(984,116)
207			
208	<u>Building and Grounds Cost Pool</u>		
209	41-4350-4270-64900	75,000	70,000
210	Other Supplies		145,000
211	41-4350-4270-68106	(367,600)	(70,000)
212	Allocated Building Expense		(437,600)
213			
214	<u>County Highway Capital Asset Cost Pool</u>		
215	41-4350-4280-67100	3,128,000	885,720
216	Capital Equipment		4,013,720
217	41-4300-4280-68110	(3,128,000)	(885,720)
218	Allocated Equipment		(4,013,720)
219			
220	<u>Parks</u>		
221	41-4592-4800-67200	110,000	10,000
222	Capital Improvements		120,000
223	41-4592-4800-47013	-0-	10,000
224	Supp. Appr. From Pr. Yr. C/O		10,000
225			
226	<u>Airport</u>		
227	43-4453-4110-64200	9,500	4,158
228	Training		13,658
229	43-4453-4110-47013	-0-	4,158
230	Supp. Appr. From Pr. Yr. C/O		4,158
231			
232	43-4453-4454-67200	167,500	510,779
233	Capital Improvements		678,279
234	43-4453-4454-67250	-0-	20,000
235	Repair and Maintenance		20,000
236	43-4453-4454-47013	-0-	530,779
237	Supp. Appr. From Pr. Yr. C/O		530,779

Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney, Chair

Wes Davis, Vice Chair

Stephanie Aegerter

Richard Bostwickr

Brent Fox

J. Russell Podzilni

FISCAL NOTE:

In accordance with generally accepted accounting principles, carryovers are increases to budget appropriations and, therefore, a County Board resolution is required. Fiscal impact is shown in the body of the resolution.

/s/Sherry Oja

Sherry Oja
Finance Director

LEGAL NOTE:

As an amendment to the 2021 Adopted County Budget, this resolution requires a two-thirds vote of the entire membership of the County Board, pursuant to Sec. 65.90(5)(a), Wis. Stats.

/s/Bridget Laurent

Bridget Laurent
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

EXECUTIVE SUMMARY
CARRYOVER OF 2020 BUDGET APPROPRIATIONS TO 2021

Corporation Counsel: Required continuing education postponed due to COVID - \$2,500

Information Technology: Projects delayed due to COVID: data cable management system install, network assessment, Core switch migration consulting, Cisco Hyperflex - \$53,655; Wireless controllers - \$34,516; County Board digitation project software maintenance- \$12,908; County Board digitation project software purchase \$24,765; various equipment purchases delayed due to COVID - \$32,000; voice mail system - \$26,205; migration of VMWare - \$4,808; IP phone project - \$105,331; Payroll software - \$33,972; Cisco Hyperflex - \$6,455; switch and router replacement - \$32,107;

Human Resources: Blue Ribbon committee funding - \$30,000;

Land Records: Prowest needs assessment - \$15,000

Facilities Management: Comm Center air handling unit upgrade - \$16,150; Jail kitchen floor sealing, generator fuel tank replacement - \$37,500; Highway wash bay renovation, salt shed wall repair, pressure washer, floor cleaner, finish new garage - \$994,821; Fairgrounds asphalt - \$191,000; Courthouse carpet, electrician tools, Clerk of Courts counter windows, fire panel upgrade - \$331,081; YSC door controls - \$94,914;

Employee Wellness: commercial grade treadmill - \$4,095

Sheriff's Office: back ordered security supplies, ammunition, riot gear, crime scene processing supplies; squad cameras and Motorola Cloud based vault - \$88,271

Circuit Court: CPU lockers for remote access point, Veteran's Court services - \$21,204

Human Services: YSC audio visual equipment - \$11,388

Rock Haven: Ad Hoc consultant funding - \$40,000

Public Works-Highway Division: towns construction aid, RT Vision software enhancements, accounting management and accounting training delayed due to COVID - \$25,088; superintendent training delayed due to COVID - \$3,665; bridge aid - \$464,152; maintenance staff training delayed due to COVID - \$5,138; County road construction projects - \$1,130,000; Federal Aid projects - \$407,692; shop staff training delayed due to COVID - \$4,116; items for setting up new Shopiere facility - \$70,000; various capital equipment not received by the end of the year - \$885,720;

Public Works-Parks: Beckman Mill playground project - \$10,000

Airport: training delayed due to COVID - \$4,158; various capital projects - \$510,779; replacement of gate/opening system - \$20,000

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

The General Services Committee
INITIATED BY



Brent Sutherland- Director of
Facilities Management
DRAFTED BY

The General Services Committee
SUBMITTED BY

March 16, 2021
DATE DRAFTED

**Retaining Commercial Real Estate Broker for the Sale of
County Owned Property Located at 1900 Center Ave**

1 **WHEREAS**, the County owned property located at 1900 Center Ave currently houses the Job
2 Center Agencies and the Adults with Disabilities Resource Center(ADRC); and,
3

4 **WHEREAS**, the County owned property located at 1900 Center Ave current appraisal value was
5 \$1,300,000; and,
6

7 **WHEREAS**, the Job Center Agencies and the Adults with Disabilities Resource Center will be
8 relocating to the newly renovated County owned building located at 1717 Center Ave in the 4th
9 quarter of 2021; and,
10

11 **WHEREAS**, Rock County has completed a facilities master plan which consolidated many Human
12 Services functions into one location for improved customer services along with operational
13 efficiencies; and,
14

15 **WHEREAS**, the Rock County facilities master plan does not have a County operational need for
16 this building located at 1900 Center Ave; and,
17

18 **WHEREAS**, Facilities Management has been in contact with the City of Janesville Planning
19 department to see if there was an interest by the City of Janesville to assist with their overall
20 planning for the neighborhood this building is located and they felt they did not have an immediate
21 need for this building; and,
22

23 **WHEREAS**, commercial real estate broker Coldwell Banker Commercial, McGuire Mears and
24 Associates was chosen as a listing agent.
25

26 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly
27 assembled this _____ day of _____, 2021, that a contract for Real
28 Estate Broker services be awarded to Coldwell Banker Commercial McGuire Mears and
29 Associates of Janesville, WI. in the amount of 6% sale cost; and,

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Robert Potter, Chair

Tom Brien, Vice Chair

Dave Homan

Brent Fox

William Wilson

Retaining Commercial Real Estate Broker for the Sale of County Owned Property Located at 1900
Center Ave
Page 2

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats.
Professional services are not subject to bidding requirements of sec. 59.52(29), Wis. Stats.

s/Bridget Laurent

Bridget Laurent
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

FISCAL NOTE:

Fiscal impact is undetermined at this time.

/s/Sherry Oja

Sherry Oja
Finance Director

Retaining Commercial Real Estate Broker for the Sale of County Owned Property Located at 1900 Center Ave
Page 3

Executive Summary

Retaining Commercial Real Estate Broker for the Sale of County Owned Property Located at 1900 Center

Resolution before you awards a contract to Coldwell Banker Commercial McGuire Mears and Associates for commercial real estate broker services to list the County owned property at 1900 Center Ave in Janesville for sale.

The building will be vacated in the 4th quarter of 2021 after the occupants move into the newly renovated Dr. Daniel Hale Williams Rock County Resource Center at 1717 Center Ave in Janesville.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Supervisor- Dave Homan
INITIATED BY



Supervisor-Dave Homan
DRAFTED BY

General Services Committee
SUBMITTED BY

January 28, 2021
DATE DRAFTED

Amended- Adopting Goals for Energy Conservation and Energy Independence

1 **WHEREAS**, in 2009 the State of Wisconsin has created the Office of Energy Independence and established a
2 goal of generating 25% of electricity and transportation fuels from renewable sources by 2025; and,
3
4 **WHEREAS**, 147 Wisconsin local governments passed resolutions adopting these State goals; and,
5
6 **WHEREAS**, the Office of Energy Independence was seeking partnerships with local governments to further
7 enhance the State of Wisconsin's efforts to achieve the "25 x 25" goals; and,
8
9 **WHEREAS**, in 2015 the Office of Energy Independence responsibilities were moved over to the Public
10 Service Commission where the energy conservation and renewable energy initiatives are being handled
11 through Focus on Energy; and,
12
13 **WHEREAS**, Rock County in 2013 installed a Geothermal system at the new Rock Haven Nursing Home which
14 represents 6% of our total electric and transport fuels; and,
15
16 **WHEREAS**, Rock County in 2016 and 2017 utilized Focus on Energy incentives and implemented several
17 initiatives among County owned buildings to reduce our annual energy usage by 398,478 KWH and 11,891
18 therms, thus reducing our greenhouse gases of carbon dioxide equivalent by 792,783 pounds annually; and,
19
20 **WHEREAS**, in 2018 rock County passed a resolution 18-2B-461, adopting goals for energy conservation and
21 energy independence; and,
22
23 **WHEREAS**, since the passing of Resolution 18-2B-461 Rock County has continued to implement initiatives among
24 County owned buildings to reduce our annual energy usage by an additional 54,696 kwh, thus reducing our
25 greenhouse gases of carbon dioxide by an additional 707,752 pounds annually for a current total reduction of
26 1,550,535 pounds annually which is a 15.5% reduction of kwh, 7% reduction in therms, netting a total energy cost
27 savings of \$27,970.00 annually; and,
28
29 **WHEREAS**, Rock County will continue to review renovations and new construction for opportunities to
30 implement energy conservation in the design, as well as opportunities for renewable energy sources and utilizing
31 Focus on Energy incentives; and,
32
33 **WHEREAS**, on this date Rock County recognizes the critical value of all citizens of Rock County; and,
34
35 **WHEREAS**, on this day Rock County shall recognize the value of old ideas and shall embrace new science on ideas
36 that show value and cost savings to the County and show a downturn in carbon output for all Rock County efforts
37 in new and old designs; and,
38
39 **WHEREAS**, on this date Rock County produces 528,118 therms for gas heating and 10,521,041 KW for electricity
40 annually, which is equal to 22,560,050 pounds of Carbon pollution annually.
41
42 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
43 this _____ day of _____, 2021, that Rock County is amending resolution 18-2B-461
44 Adopting Goals for Energy Conservation and Energy independence to include reviewing opportunities to blend
45 old technologies with new technologies.
46
47 **BE IT FURTHER RESOLVED**, on this date Rock County shall work to be and become carbon neutral by 2050.

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Robert Potter, Chair

Tom Brien, Vice Chair

William Wilson

Brent Fox

Dave Homan

LEGAL NOTE:

The County Board is authorized to take this action pursuant to §§ 59.01 and 59.51, Wis. Stats.

s/Bridget Laurent

Bridget Laurent
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

FISCAL NOTE:

No fiscal impact in and by itself.

/s/Sherry Oja

Sherry Oja
Finance Director

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Supervisor Rick Richard
INITIATED BY

Land Conservation Committee
SUBMITTED BY



Corporation Counsel Richard
Greenlee
DRAFTED BY

February 3, 2021
DATE DRAFTED

**DIRECTING ROCK COUNTY STAFF TO EXPLORE THE FEASIBILITY OF
CREATING PROGRAMS TO ADDRESS NITRATE MITIGATION IN
ROCK COUNTY'S GROUND WATER**

1 **WHEREAS**, the level of nitrates in Rock County's groundwater has increased over the past two
2 decades in private wells, with over an estimated 3,000 Rock County homeowner wells
3 exceeding the drinking water nitrate health advisory level of 10 mg/L; and,
4

5 **WHEREAS**, it's estimated that fewer than 5% Rock County private wells are tested annually, at a
6 cost of \$25 per test.
7

8 **WHEREAS**, ;in order to address the continued threat to public health of nitrates in Rock County's
9 ground water, the Rock County Board of Supervisors created the Rock County Nitrate Workgroup
10 by Resolution 17-5A-282 which was tasked with, among other things, evaluating nitrate sources
11 and researching groundwater nitrate reduction initiatives being conducted in other parts of
12 Wisconsin; and,
13

14 **WHEREAS**, other communities across Wisconsin have also confronted the problems of excess
15 nitrates in groundwater and similarly formed working groups of community leaders and
16 stakeholders to address excess and unsafe nitrates in Wisconsin's groundwater; and,
17

18 **WHEREAS**, developing programs to remediate or mitigate nitrate concentrates in groundwater
19 is essential for protecting human health.
20

21 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
22 this _____ day of _____, 20__ directs that staff from the Rock County Planning
23 Department, Rock County Public Health Department, County Administrator's Office, Land
24 Conservation and Corporation Counsel to explore the feasibility of creating and administrating
25 programs to address excess nitrate levels in Rock County Groundwater including, but not limited
26 to, implementation of a program to subsidize the cost of nitrate testing for ground water well
27 users in Rock County, and a program to subsidize the cost of installation of reverse osmosis, or
28 similar, water treatment systems that filter out groundwater nitrates to levels lower than federal
29 maximums.
30

31 **BE IT FURTHER RESOLVED** that any such program evaluated and considered use Sales Tax
32 collected in Rock County as the funding source.
33

34 **BE IT FURTHER RESOLVED** that the group of staff shall report on their findings to the Rock
35 County Nitrate Working Group by July 1, 2021.

DIRECTING ROCK COUNTY STAFF TO EXPLORE THE FEASIBILITY OF CREATING PROGRAMS TO ADDRESS NITRATE MITIGATION IN ROCK COUNTY'S GROUND WATER

Page 2

Respectfully submitted,

LAND CONSERVATION COMMITTEE

Richard Bostwick, Chair

Alan Sweeney, Vice Chair

Stephanie Aegerter

Wes Davis

Kaelyb Lokrantz

Mike Mulligan

James Quade

Vacant

FISCAL NOTE:

Minimal fiscal impact in and by itself.

/s/Sherry Oja

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

The County Board has previously determined that nitrates in groundwater is a priority issue for Rock County. This resolution would further clarify how the County Board wants staff to support the work of the Nitrate Working Group, focusing on which approaches, and on what timeline.

/s/Josh Smith

Josh Smith
County Administrator

LEGAL NOTE:

The County Board is authorized to take this action pursuant to §§ 59.01 and 59.51, Wis. Stats.

s/Richard Greenlee

Richard Greenlee
Corporation Counsel