



**ROCK COUNTY BOARD OF SUPERVISORS' MEETING
THURSDAY, MAY 10, 2018 – 6:00 P.M.**

**COUNTY BOARD ROOM/COURTROOM H
FOURTH FLOOR/COURTHOUSE EAST**

Agenda

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES – April 17, 2018 and April 26, 2018
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
 - A. Appointments to Board of Adjustment
 - B. Appointment to Local Emergency Planning Committee
 - C. Appointment to Traffic Safety Commission
 - D. Appointment to Transportation Coordinating Committee
 - E. Appointments to Behavioral Health Redesign Steering Committee
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
 - A. Proclaiming Emergency Medical Services Week
 - B. Recognizing Rita Costrini-Norgal
 - C. To Recognize Rock County Foster Families
 - D. To Recognize May 2018 as Mental Health Awareness Month
10. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
11. REPORTS
 - A. The School District of Janesville Promises – Mr. Steven Pophal
12. NEW BUSINESS
 - A. Supplementary Appropriations and Budget Changes - Roll Call
 - B. Contracts – Roll Call
 - 1) Awarding Contract for Boiler Replacements and Water Efficiencies at Rock County Jail

ROCK COUNTY BOARD OF SUPERVISORS

MAY 10, 2018

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12. NEW BUSINESS - Continued

- 2) Awarding a Contract for Demolition of the Vacant Former Rock Haven Building Located at 3418 N. County Trunk F
- 3) Awarding Contract to Program Radios for Sheriff's Office
- 4) Approve Relocation Order for CTH MM (Ruger Ave.) Reconstruction Project
- 5) Authorizing Purchase of Budgeted Network Firewalls
- 6) Authorizing Purchase of Relias Learning Management System for the Rock County Human Services Department
- 7) Awarding the Contract for Repairing Job Center Masonry and Amending 2018 Facilities Management Capital Budget

13. ADJOURNMENT

APPOINTMENTS TO BOARD OF ADJUSTMENT

POSITION: Members of the Board of Adjustment

AUTHORITY: Wis. Stats. 59.694
Section 14.02, Rock County Board of Adjustment
Rules and Procedures

TERM: Term Ending 6/30/21 (Diestler)
Term Ending 6/30/20 (Lengjak)

PER DIEM: Yes, Per Ordinance

PRESENT MEMBERS: Vacant

CONFIRMATION: Yes, by County Board of Supervisors

NEW APPOINTMENTS: David Diestler
5832 N Glenmoor Lane
Janesville, WI 53545

Jean-Paul (JP) Lengjak
3148 S. Riverside Drive
Beloit, WI 53511

EFFECTIVE DATE: May 10, 2018

APPOINTMENT TO LOCAL EMERGENCY PLANNING COMMITTEE

POSITION: Member of the Local Emergency Planning Committee

AUTHORITY: Wis. Stats. 59.54(8)
County Board Resolution #95-7A-042

TERM: Term Ending 7/31/2018

PER DIEM: For County Board Supervisors Only
Yes, Per Board Rule IV.J.

PRESENT MEMBER: Deputy Chief Jimmy Holford

CONFIRMATION: Yes, by County Board of Supervisors

NEW APPOINTMENT: Deputy Chief Terry Sheridan
Janesville Police Department
100 N. Jackson St.
Janesville, WI 53548

EFFECTIVE DATE: May 10, 2018

APPOINTMENT TO TRAFFIC SAFETY COMMISSION

POSITION: Member of the Traffic Safety Commission

AUTHORITY: Wis. Stats. 83.013 and County Board Resolution
Dated 8/24/72

TERM: Unexpired Term Ending 8/31/19

PER DIEM: For County Board Supervisors Only
Yes, Per Board Rule IV.J.

PRESENT MEMBER: Deputy Chief Jimmy Holford

CONFIRMATION: Yes, by County Board of Supervisors

NEW APPOINTMENT: Deputy Chief Terrence Sheridan
Janesville Police Department
100 N. Jackson Street
Janesville, WI 53545

EFFECTIVE DATE: May 10, 2018

APPOINTMENT TO THE TRANSPORTATION COORDINATING COMMITTEE

POSITION: Member of the Transportation Coordinating Committee

AUTHORITY: County Board Resolution 13-1B-241

TERM: Unexpired Term Ending December 31, 2020

PER DIEM: For County Board Supervisors Only
(Per Board Rule IV.J.)

PRESENT MEMBER: Terry Nolan

CONFIRMATION: Yes, by County Board of Supervisors

APPOINTMENT: Ryan Krzos
Janesville Metropolitan Planning Organization
18 N. Jackson St.
Janesville, WI 53547

EFFECTIVE DATE: May 10, 2018

**APPOINTMENTS TO THE BEHAVIORAL HEALTH REDESIGN STEERING
COMMITTEE**

POSITION: Members of the Behavioral Health Redesign
Steering Committee

AUTHORITY: County Board Resolution 12-3A-608

TERM: Terms Expiring April 30, 2021

PER DIEM: For County Board Supervisors Only
(Per Board Rule IV.J.)

PRESENT MEMBER:	<u>Member</u>	<u>Alternate</u>
	Judge R Alan Bates	
	Linda Scott-Hoag	Bette Trimble
	Laura Neece	Greg Ammon
	Tricia Murray	Jim Neitzel

CONFIRMATION: Yes, by County Board of Supervisors

APPOINTMENT	Judge R Alan Bates	
	Linda Scott-Hoag Human Services	Bette Trimble Human Services
	Laura Neece Counseling Care Center 1969 West Hart Rd. Beloit, WI 53511	Bri Cox Counseling Care Center 1969 West Hart Rd. Beloit, WI 53511
	Tricia Murray WI Dept. of Corrections 2920 Prairie Ave. Beloit, WI 53511	Jim Neitzel CFS Beloit, Unit 106 2837 Liberty Lane Janesville, WI 53545

EFFECTIVE DATE: May 10, 2018

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Supervisor Mary Beaver
INITIATED BY



Randy Terronez
DRAFTED BY

Public Safety & Justice Committee
SUBMITTED BY

April 24, 2018
DATE DRAFTED

PROCLAIMING EMERGENCY MEDICAL SERVICES WEEK

- 1 **WHEREAS**, emergency medical services is a vital public service; and,
- 2
- 3 **WHEREAS**, EMS teams are available to provide lifesaving care 24 hours a day, seven days a week; and,
- 4
- 5 **WHEREAS**, the EMS system includes emergency medical technicians, paramedics, firefighters,
- 6 physicians, nurses, educators, administrators, and others; and,
- 7
- 8 **WHEREAS**, career and volunteer EMS team members are dedicated and selfless professionals who
- 9 engage in thousands of hours of training to enhance their skills; and,
- 10
- 11 **WHEREAS**, the citizens of Rock County benefit from the knowledge, skills, and dedication of these
- 12 EMS specialists as they work together to ensure prompt and appropriate treatment at the scene, on the
- 13 way to the hospital, and in the emergency room; and,
- 14
- 15 **WHEREAS**, the Rock County Board of Supervisors wishes to honor the dedication of those who
- 16 provide the day-to-day lifesaving services of medicine's "front line."
- 17
- 18 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 19 this _____ day of _____, 2018 does hereby proclaim May 20-26, 2018 as Emergency Medical
- 20 Services Week and expresses its appreciation for the life-saving work of these professionals in our
- 21 community.
- 22
- 23 **BE IT FURTHER RESOLVED**, that the County Clerk is directed to send a copy of this resolution to
- 24 each EMS agency within Rock County.

18-5A-009

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

Mary Beaver, Chair

Terry Fell

Kara Hawes

Brian Knudson

Phillip Owens

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Public Safety & Justice
INITIATED BY
Public Safety & Justice
SUBMITTED BY



Honorable Daniel Dillon
DRAFTED BY

April 24, 2018
DATE DRAFTED

RECOGNIZING RITA COSTRINI-NORGAL

1 **WHEREAS**, Rita Costrini-Norgal has served the citizens of Rock County for over the past 24 years as a
2 dedicated and valued employee of Rock County; and,
3

4 **WHEREAS**, Rita Costrini-Norgal began her career on April 5, 1994 as the Director of Mediation and
5 Family Court Services. In this capacity, Rita displayed her commitment to serve the public through the
6 process of mediation as a positive alternative to resolve co-parenting disputes related to the re-
7 organization of a child's family when a child is parented from two homes. In her role as Director of
8 Mediation and Family Court Services, Rita provided assistance as a neutral third party in a safe,
9 confidential and timely manner. Rita worked diligently to foster cooperative parenting relationships.
10 With Rita's guidance, parents found "pathways-of-communication" thus reducing the stress of a child.
11 Assisting parties of domestic violence with finding safe alternatives when exchanging a child was also
12 one of Rita's many accomplishments. Rita dedication to her profession was simply a part of her nature.
13 Rita took great pride in serving the public; and,
14

15 **WHEREAS**, over the course of her career has worked under four Presiding Judges: the Honorable John
16 Lussow, the Honorable James Daley, the Honorable Richard Werner and the Honorable Daniel Dillon;
17 and,
18

19 **WHEREAS**, over the course of her career, Rita Costrini-Norgal has worked with three Clerks of Court:
20 Clerk of Court Wayne Pfister, Clerk of Court Eldred Mielke and Clerk of Court Jacki Gackstatter; and,
21

22 **WHEREAS**, Rita Costrini-Norgal worked diligently in her position as Director of Mediation and Family
23 Court Service until her well-deserved retirement on April 13, 2018; and,
24

25 **WHEREAS**, Rita Costrini-Norgal has demonstrated, by her example, the true meaning of public service
26 and commitment to helping families; and,
27

28 **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to
29 commend Rita Costrini-Norgal for her long and faithful service.
30

31 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
32 this _____ day of _____, 2018 does hereby recognize Rita Costrini-Norgal for her many
33 years of dedicated service and extend their best wishes to her in her future endeavors.
34

35 **BE IT FURTHER RESOLVED** that the County Clerk of Rock County be authorized and directed to
36 furnish a copy of this resolution to Rita Costrini-Norgal.

18-5A-010

Recognizing Rita Costrini-Norgal
Page 2

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Mary Beaver, Chair

J. Russell Podzilni, Chair

Terry Fell

Mary Mawhinney, Vice Chair

Kara Hawes

Henry Brill

Brian Knutson

Betty Jo Bussie

Phillip Owens

Louis Peer

Alan Sweeney

Terry Thomas

Richard Bostwick

Bob Yeomans

Katherine Luster
INITIATED BY

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Cheri Salava
DRAFTED BY



Human Service Board
SUBMITTED BY

April 21, 2018
DATE DRAFTED

TO RECOGNIZE ROCK COUNTY FOSTER FAMILIES

1 **WHEREAS**, the family, serving as the primary source of love, learning, self-esteem and nurturing, is
2 the very foundation of our communities; and,
3
4 **WHEREAS**, being a Foster Parent requires specialized training, the ability to work cooperatively with
5 service providers, and personal qualities which include: flexibility, tolerance, patience, humor and an
6 understanding of the unique challenges of working within the child welfare system; and,
7
8 **WHEREAS**, in Rock County there are more than 193 children and youth in foster care being provided
9 with a safe, secure and stable home due to the compassion and nurturing of a Foster Family or Relative
10 Care Provider; and,
11
12 **WHEREAS**, 72 licensed Rock County Foster and Relative Care Families, who open their homes and
13 hearts to children and families who are in crisis, play a vital role in helping them heal and reunify or
14 launching children into successful adulthood; and,
15
16 **WHEREAS**, Foster Families also frequently adopt and offer permanency to foster children, resulting
17 in a continuous need for more Foster Families; and,
18
19 **WHEREAS**, there are numerous individuals, and public and private organizations who work to
20 increase public awareness of the needs of children in and leaving foster care, in addition to, the
21 enduring and valuable contribution of foster parents, and the foster care "system" is only as good as
22 those who choose to be a part of it; and,
23
24 **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes
25 to recognize the significance of Foster Families in our county for their dedication to the families and
26 children of Rock County.
27
28 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors, duly
29 assembled this _____ day of _____, 2018, does hereby recognize Rock County Foster
30 Families for the dedicated and compassionate service they provide.
31
32 **BE IT FURTHER RESOLVED** that the County Clerk be authorized and directed to furnish a copy of
33 this resolution to the Rock County Foster Care Unit Supervisor for sharing with Licensed Rock County
34 Foster Families and with staff.

Respectfully Submitted,

HUMAN SERVICES BOARD

Brian Knudson, Chair

Ashley Kleven

Sally Jean Weaver-Landers

Kathy Schulz

Stephanie Aegerter

Terry Thomas

Vicki Brown

Shirley Williams

Terry Fell

18-5A-011

RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

Katherine Luster
INITIATED BY



Greg Winkler
DRAFTED BY

Human Service Board
SUBMITTED BY

May 1, 2018
DATE DRAFTED

TO RECOGNIZE MAY, 2018 AS MENTAL HEALTH AWARENESS MONTH

1 **WHEREAS**, May has been designated as Mental Health Awareness Month since 1949; and,
2
3 **WHEREAS**, the Behavioral Health Division of Rock County Human Services is committed to delivering
4 high quality services to citizens of Rock County living with mental illness and does so for nearly 5,000
5 consumers each year; and,
6
7 **WHEREAS**, over 20% of Wisconsinites and Americans have a mental health condition, over
8 half of those with a mental health condition do not receive treatment; and,
9
10 **WHEREAS**, recovery from mental illness is achievable and realistic but the stigma associated with
11 seeking treatment is often a barrier; and,
12
13 **WHEREAS**, Rock County is committed to joining with consumers and community partners to fight
14 stigma and work to inspire hope for individuals living with mental illness; and,
15
16 **WHEREAS**, all citizens of Rock County should be supported to contribute to our quality of life.
17
18 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors, duly assembled
19 this _____ day of _____, 2018, does hereby recognize the month of May, 2018, Mental
20 Health Awareness Month.

Respectfully Submitted,

HUMAN SERVICES BOARD

Brian Knudson, Chair

Ashley Kleven

Sally Jean Weaver-Landers

Kathy Schulz

Terry Fell

Terry Thomas

Stephanie Aegerter

Shirley Williams

Vicki Brown

18-5A-012

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY



Brent Sutherland- Director-
Facilities Management
DRAFTED BY

General Services Committee
SUBMITTED BY

April 24, 2018
DATE DRAFTED

**Awarding Contract for Boiler Replacements and Water Efficiencies
at Rock County Jail**

- 1 **WHEREAS**, the 2018 budget includes funds to pay for utilities at Rock County Jail; and
- 2
- 3 **WHEREAS**, funds are budgeted over several years for equipment replacement at the Jail; and
- 4
- 5 **WHEREAS**, an inspection was completed on the Jail boiler system and implementation of energy saving
- 6 measures will have an estimated costs of \$550,000, with a payback over time of less than ten (10) years;
- 7 and
- 8
- 9 **WHEREAS**, the implementation costs as well as utilities costs avoidance are guaranteed by Johnson
- 10 Controls, Inc.; and
- 11
- 12 **WHEREAS**, Johnson Controls, Inc. has the National Joint Powers Alliance (NJPA) cooperative
- 13 purchasing contract for HVAC and building efficiencies (Contract # 030817).
- 14
- 15 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
- 16 this _____ day of _____, 2018, and awards a contract to replace boilers and
- 17 provide water efficiency improvements at the Rock County Jail in the amount of \$550,000, to Johnson
- 18 Controls, Inc. of Madison, WI.
- 19
- 20 **BE IT FURTHER RESOLVED**, a contingency fund of \$55,000 be established to cover any
- 21 unforeseeable issues that arise.

18-5A-013

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair

Tom Brien

Robert Potter

Yuri Rashkin

Jeremy Zajac

ADMINISTRATIVE NOTE:

Recommended.

60-

Josh Smith
County Administrator

FISCAL NOTE:

The County will not have any upfront costs. The project costs will be billed monthly on the County's utility bill using our energy savings.

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.

Richard Greenlee
Corporation Counsel

Executive Summary

**Awarding Contract for Boiler Replacements and Water Efficiencies
at the Rock County Jail**

The resolution before you is contracting with Johnson Controls Inc. for the replacement of boilers, pumps, controls and water saving fixtures at the Jail.

Johnsons Controls was awarded the cooperative purchasing contract for HVAC and Building efficiencies (Contract # 030817-JHN) through the National Joint Powers Alliance (NJPA). This contract cost is budget neutral.

Johnson Controls provides and installs the equipment and we are billed monthly utilizing our energy and maintenance savings. This savings is guaranteed by Johnson Controls Inc. This project has a 10 year payback.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY



Brent Sutherland
DRAFTED BY

General Services Committee
SUBMITTED BY

April 23, 2018
DATE DRAFTED

**AWARDING A CONTRACT FOR DEMOLITION OF THE VACANT FORMER ROCK
HAVEN BUILDING LOCATED AT 3418 N. COUNTY TRUNK F**

- 1 **WHEREAS**, the former Rock Haven building located at 3418 N. County Trunk F was constructed in
- 2 1962 and has been vacant since 2013; and
- 3
- 4 **WHEREAS**, the building does not meet the current International Building Codes as well as the current
- 5 Life Safety Codes and before this building could be occupied, renovations would be required to meet the
- 6 current codes; and
- 7
- 8 **WHEREAS**, in 2012 and 2017, a cost analysis showed it was more cost effective to demolish this
- 9 building then to renovate it; and
- 10
- 11 **WHEREAS**, the County Board unanimously approved by resolution the recommendation to demolish
- 12 the former Rock Haven Building in 2018; and
- 13
- 14 **WHEREAS**, specifications were written and bids solicited with eight contractors responding; and
- 15
- 16 **WHEREAS**, the lowest, most responsive and responsible bidder is Corporate Contractors Inc. of Beloit
- 17 WI in the amount of \$350,334.
- 18
- 19 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 20 this _____ day of _____, 2018, does hereby approve and authorize awarding a contract in the
- 21 amount of \$350,334 with Corporate contractors Inc. of Beloit WI, for the demolition of the former
- 22 Rock Haven vacant building.
- 23
- 24 **BE IT FURTHER RESOLVED** that a contingency fund be established in the amount of \$70,000 to
- 25 cover any unforeseen items that are found during the demolition process.

18-5A-014

Respectfully submitted:

GENERAL SERVICES COMMITTEE

Henry Brill
Henry Brill, Chair

Tom Brien
Tom Brien

Robert Potter
Robert Potter

Yuri Rashkin
Yuri Rashkin

Jeremy Zajac
Jeremy Zajac

AWARDING A CONTRACT FOR DEMOLITION OF THE VACANT FORMER ROCK HAVEN
BUILDING LOCATED AT 3418 N. COUNTY TRUNK F

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FISCAL NOTE:

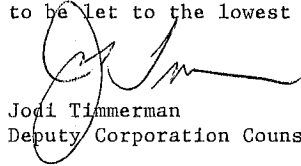
Funds were included in the 2018 budget for the demolition of the former Rock Haven building. This project is being funded with sales tax revenue.



Sherry Oja
Finance Director

LEGAL NOTE:

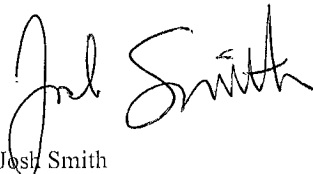
The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder.



Jodi Timmerman
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

EXECUTIVE SUMMARY

Contracting for the Demolition of the Vacant Former Rock Haven Building

The resolution before you is authorizing the demolition of the vacant former Rock Haven building. The building was built in 1962 and has been vacant since 2013. The building does not meet the current International Building Codes or the Life Safety Codes. A cost analysis completed in 2012 and 2017 both showed it was more cost effective to tear it down then to renovate. The Rock County Board unanimously approved a resolution authorizing the demolition of the building in 2018. Bids were solicited with eight contractors bidding. The lowest most responsive and responsible bidder was Corporate Contractors Inc. of Beloit WI in the amount of \$350,334.00.



BID SUMMARY FORM

BID NUMBER: 2018-18
 BID NAME: OLD ROCK HAVEN DEMOLITION
 BID DUE DATE: APRIL 23, 2018 - 1:30 P.M.
 DEPARTMENT: FACILITIES MANAGEMENT

	CORPORATE CONTRACTORS BELOIT WI	STEVE'S TRUCKING DECATUR IL	ROBINSON BROTHERS WAUNAKEE WI	TERRA ENGINEERING MADISON WI	DORE & ASSOCIATES BAY CITY MI	SPEEDWAY SAND & GRAVEL MIDDLETON WI	AMERICAN DEMOLITION ELGIN IL	IDEAL MIDWEST CLINTON WI
BASE BID	\$ 350,334.00	\$ 400,000.00	\$ 517,500.00	\$ 575,000.00	\$ 638,200.00	\$ 690,000.00	\$ 938,500.00	\$ 996,819.00
BID BOND	YES	YES	YES	YES	YES	YES	YES	YES
QUALIFICATIONS	YES	YES	YES	YES	YES	YES	YES	YES
ADDENDA	YES	YES	YES	YES	YES	YES	YES	YES
START DATE	5/21/18	5/30/18	5/21/18	6/1/18	5/15/18	10 DAYS	5/28/18	5/21/18
COMPLETION	7/31/18	7/25/18	9/30/18	10/15/18	1/1/19	BY 11/1/18	9/30/18	12/31/18

Invitation to Bid was advertised in the Janesville Gazette and on the Internet. Four additional vendors were solicited that did not respond.

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Corporate Contractors Inc.

SIGNATURE: [Signature] DATE: 4-24-18

GOVERNING COMMITTEE APPROVAL: [Signature] CHAIR DATE: 5/1/18
 VOTE: 5-0

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Sheriff Robert D. Spoden
INITIATED BY



Diane Michaelis
DRAFTED BY

Public Safety and Justice Committee
SUBMITTED BY

April 30, 2018
DATE DRAFTED

Awarding Contract to Program Radios for Sheriff's Office

- 1 **WHEREAS**, the 2018 budget does include funds to program the Sheriff's Office mobile and portable
- 2 radios; and,
- 3
- 4 **WHEREAS**, the radios need to be programed in order to respond to statewide emergencies; and,
- 5
- 6 **WHEREAS**, General Communications of Madison, WI has the State bid, #505ENT-O16-
- 7 SAFETYCOMM-04, for Kenwood radios; and,
- 8
- 9 **WHEREAS**, the cost to program the radios is \$38,456.25.
- 10
- 11 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled
- 12 this ___ day of _____, 2018, does hereby authorize General Communications, of Madison,
- 13 WI, to program the Sheriff's Office radios.

Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

Mary Beaver, Chair

Terry Fell

Kara Hawes

Brian Knudson

Phillip Owens

FISCAL NOTE:

Sufficient funds were included in the 2018 budget for the cost of this project. This project is being funded by sales tax revenue.

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.

Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
County Administrator

18-5A-015

Executive Summary

The Sheriff's Office included funds in the 2018 budget to program the Sheriff's Office's mobile and portable radios. The radios need to be programmed in order to respond to statewide emergencies. The radios will be programmed with WISCOM, DaneCom, and four additional channels.

The Wisconsin Interoperable System for Communications (WISCOM) is a shared system that first responders in communities across the state use to communicate during a major disaster or large-scale incident. WISCOM supports up to four simultaneous conversation paths during an incident.

The DaneCom Interoperable Voice Radio Communications System is comprised of several radio subsystems, including a 10-channel trunked VHF P25 subsystem.

The cost to program the radios is \$38,456.25.

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
INITIATED BY



Duane M. Jorgenson, Jr., P.E.
DRAFTED BY

Duane M. Jorgenson, Jr., P.E.
SUBMITTED BY

May 1, 2018
DATE DRAFTED

APPROVE RELOCATION ORDER FOR CTH MM (RUGER AVE.) RECONSTRUCTION PROJECT

- 1 **WHEREAS**, the County, in conjunction with the City of Janesville, has developed plans and
- 2 specifications for the reconstruction of CTH MM between Wright Road and USH 14 in the City of Janesville;
- 3 and
- 4
- 5 **WHEREAS**, the project requires purchase of right of way and easements to complete the project.
- 6
- 7 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
- 8 assembled this ____ day of _____, 2018, in accordance with Wisconsin State Statute 32.05,
- 9 does hereby approve the Relocation Order and related Right of Way Plat for the above referenced
- 10 project; and
- 11
- 12 **BE IT FURTHER RESOLVED**, that the Rock County Public Works Committee and Director of
- 13 Public Works, in conjunction with the City of Janesville, are authorized to enter negotiations for said
- 14 interests and make minor modifications to the Relocation Order or Right of Way Plat that may become
- 15 necessary during negotiations; and
- 16
- 17 **BE IT FURTHER RESOLVED**, that said Relocation Order and Right of Way Plat shall be filed within
- 18 twenty (20) days of adoption or modification with the County Clerk and at the Public Works Department.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Betty Jo Bussie, Chair

Brent Fox

Brenton Driscoll

Rick Richard

Jeremy Zajac

FISCAL NOTE:

Funds are available in DPW-Highway's budget for the purchase of right away for this project.

Sherry Oja
Finance Committee

LEGAL NOTE:

The County board is authorized to take this action pursuant to §32.05(1), Wis. Stats.

Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
County Administrator

18-5A-016

- EXECUTIVE SUMMARY -

**APPROVE RELOCATION ORDER FOR
CTH MM (RUGER AVE.) RECONSTRUCTION PROJECT**

The project design for the reconstruction of CTH MM (Ruger Ave.) between Wright Road and USH 14 is nearing completion. To carry out the project, the County, in conjunction with the City of Janesville, must acquire certain interests in land to reconstruct the road, install storm drainage pipes, install retaining walls and sidewalk and otherwise complete the project. It is required by Statute that the County Board pass a Relocation Order as the first legal step in the process.

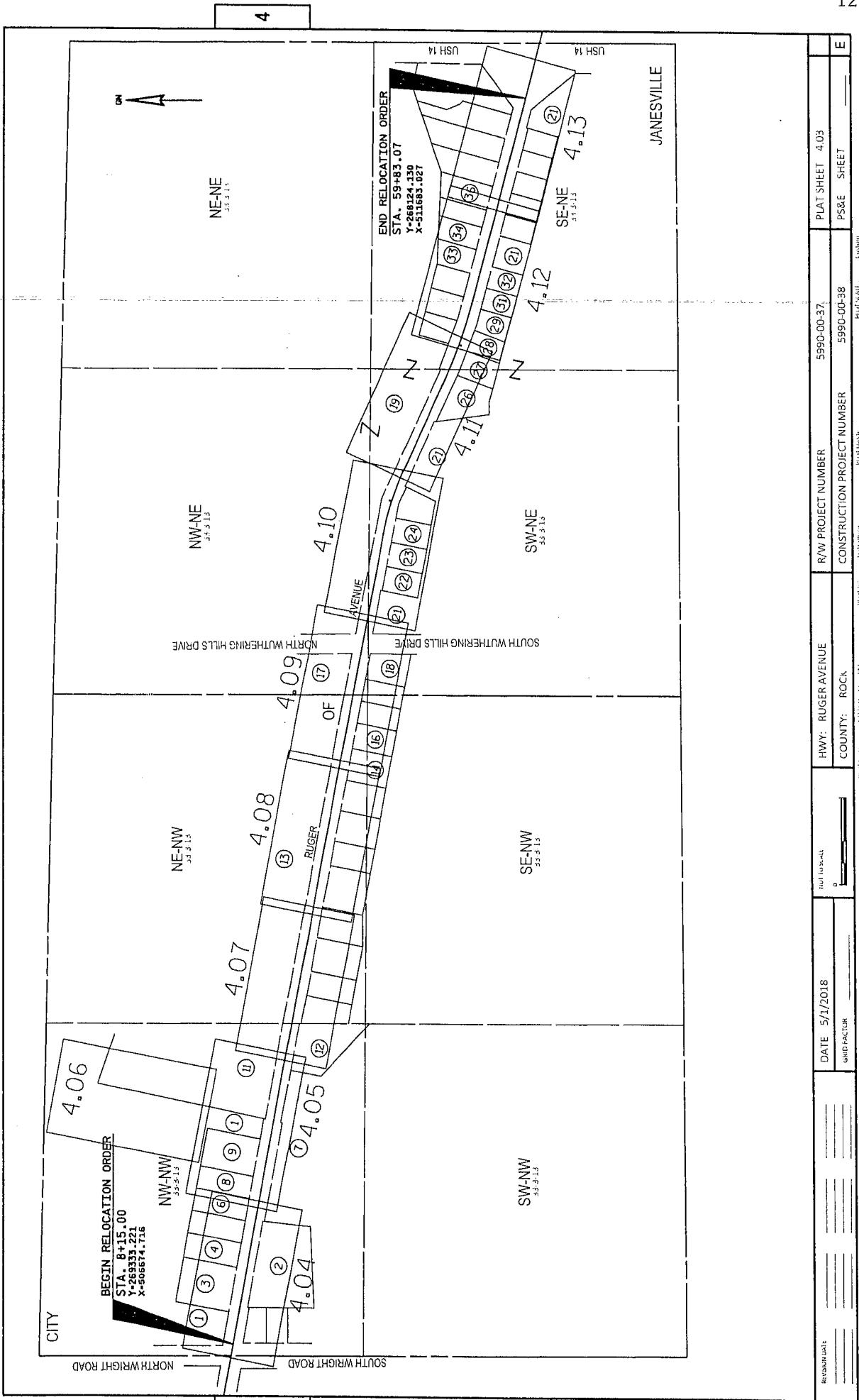
This resolution adopts the Relocation Order and delegates responsibility for implementation to the Public Works Committee and Director of Public Works, in conjunction with the City of Janesville.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY
 LAND INTERESTS TO ROCK COUNTY.

PARCEL NUMBER	R/W SHEET NUMBER	OWNER(S)	TOTAL PARCEL AREA (SF)	NEW R/W PARCEL AREA (SF)	REMAINING TOTAL PARCEL AREA (SF)	TILE AREA (SF)
1	4.04, 4.05, 4.06	CITY OF JAMESVILLE	1071,770	-	1071,770	41614
2	4.04	SUE ANNI DAHL AND DAVID R. DAHL	78,408	-	78,408	2595
3	4.04	SCOTT W. BEVER AND SHANNON L. BEVER	59,380	-	59,380	239
4	4.04	JOHN R. CORSI	22,000	-	22,000	547
5	-	-	-	-	-	-
6	4.04	WAGE LIFE ESTATE, GARY W. & TERESA A. WAGE	9,816	-	9,816	981
7	4.04, 4.05	MARKLEIN BUILDERS, INC.	1170,457	-	1170,457	439
8	4.05	PETER J. SKELLY AND DENISE M. SKELLY	19,822	-	19,822	1753
9	4.05	MARKLEIN BUILDERS, INC.	33,674	-	33,674	494
10	-	-	-	-	-	-
11	4.05, 4.07	NAATZ INVESTMENT PROPERTIES, LLC C/O SUE ANNI DAHL	25,477	1,061	24,416	3117
12	4.07	NAATZ INVESTMENT PROPERTIES, LLC C/O SUE ANNI DAHL	44,431	-	44,431	423
13	4.07, 4.08, 4.09	NAATZ INVESTMENT PROPERTIES, LLC C/O SUE ANNI DAHL	758,585	35,789	722,796	2031
14	4.09	STEVEN A. SODMORE	21,450	-	21,450	590
15	-	-	-	-	-	-
16	4.09	JEFFREY L. WISIA AND ANITA L. WISIA	17,325	-	17,325	658
17	4.09	CITY OF JAMESVILLE	114,847	-	114,847	1622
18	4.09	SHANNON P. RILEY AND BRENDA A. RILEY	20,040	-	20,040	211
19	4.09, 4.10, 4.11	CITY OF JAMESVILLE	1,620,498	-	1,620,498	85751
20	-	-	-	-	-	-
21	4.09, 4.10, 4.11, 4.12, 4.13	CITY OF JAMESVILLE	2,083,545	-	2,083,545	10991
22	4.10	CRAIG J. DRAHME AND PATRICIA A. DRAHME	15,000	-	15,000	628
23	4.10	CRAIG A. SCHWABER AND DAWN M. SCHWABER	15,000	-	15,000	1702
24	4.10	MICHAEL J. FRAZER AND NANCY E. FRAZER	15,000	-	15,000	104
25	-	-	-	-	-	-
26	4.11	CITY OF JAMESVILLE	26,849	-	26,849	4034
27	4.11	CITY OF JAMESVILLE	15,905	-	15,905	1652
28	4.11, 4.12	CITY OF JAMESVILLE	12,399	-	12,399	900
29	4.12	CITY OF JAMESVILLE	12,618	-	12,618	880
30	-	-	-	-	-	-
31	4.12	CITY OF JAMESVILLE	11,700	-	11,700	863
32	4.12	CITY OF JAMESVILLE	11,700	-	11,700	863
33	4.12	KERRY K. HANSON AND PATRICIA J. HANSON / JOHN M. DECKER AND SHARYN K. DECKER	1,450	-	1,450	172
34	4.12	TRACON LIFE ESTATE FRANCIS J. TRACON AND ADELE A. TRACON / KATHLEEN A. WEEKS	7,174	-	7,174	300
35	-	-	-	-	-	-
36	4.13	GARY E. SHULZE / KATHLEEN D. STADLER	10,400	-	10,400	306
37	4.04, 4.05, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13	ALLIANT ENERGY ELECTRIC	-	-	-	-
38	4.09, 4.10	ALLIANT ENERGY GAS	-	-	-	-
39	4.04, 4.05, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13	CHARTER COMMUNICATIONS	-	-	-	-
40	4.04, 4.05, 4.10, 4.11, 4.12, 4.13	CITY OF JAMESVILLE	-	-	-	-
41	4.08	CITY OF JAMESVILLE	-	-	-	-

REGION DATE: _____ DATE: 5/1/2018
 FILE NAME: P:\CALDW\ LAYOUT NAME - 5990-00-37-4.02
 SCALE: _____ GRID FACTOR: _____
 PROJECT: HWY: RUGER AVENUE COUNTY: ROCK
 SHEET: _____ SHEET: _____
 R/W PROJECT NUMBER: 5990-00-37
 CONSTRUCTION PROJECT NUMBER: 5990-00-38
 PLAT SHEET: 4.02
 PS&E SHEET: _____
 E: _____

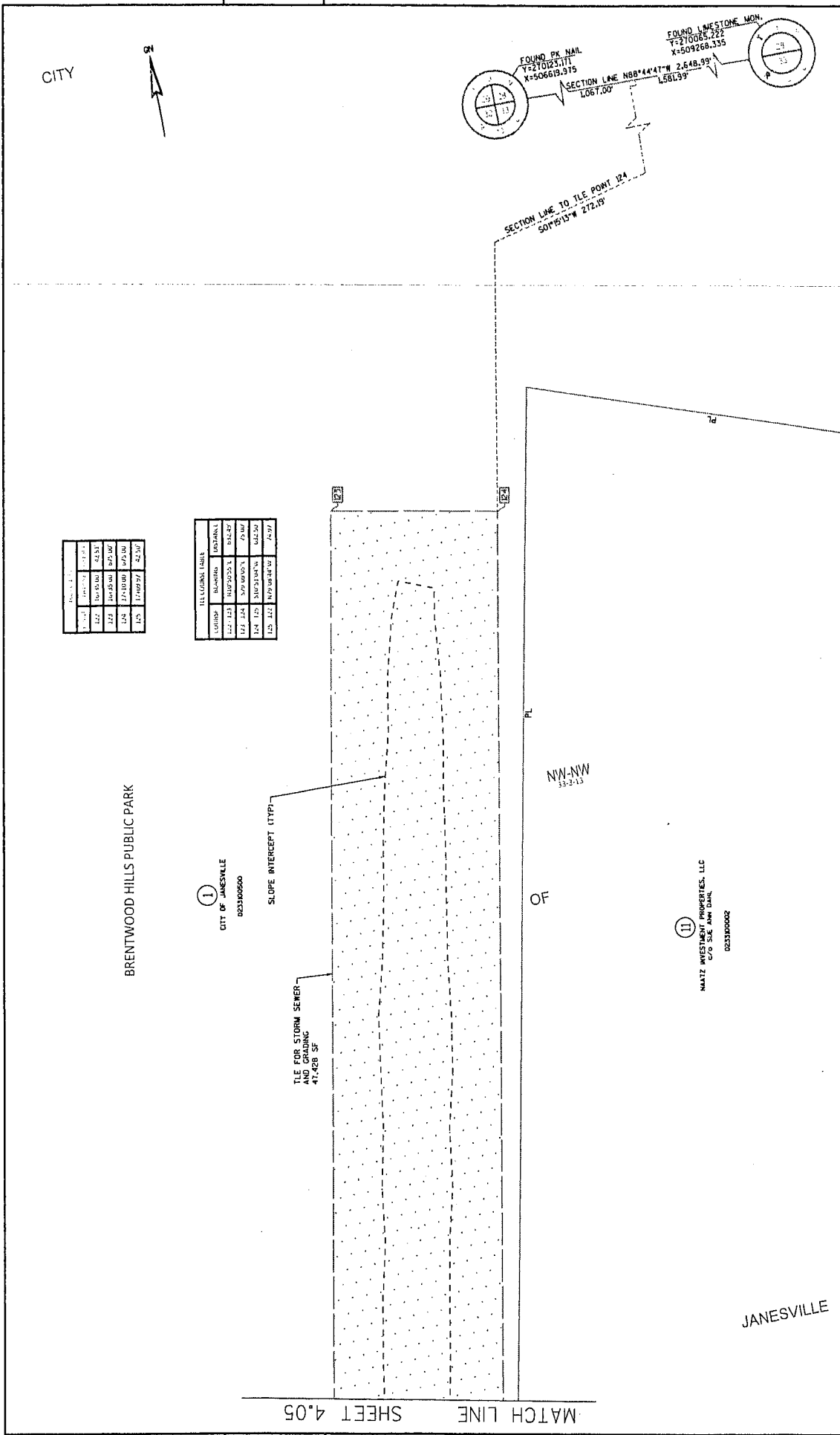


BEGIN RELOCATION ORDER
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 Y=268333.221
 X=506574.716

END RELOCATION ORDER
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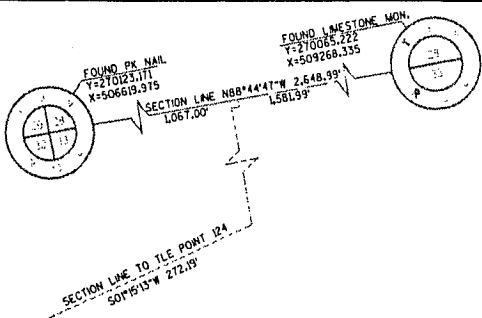
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FILE NAME	DATE	5/1/2018	HWY: RUGER AVENUE			
FILE NAME	DATE	5/1/2018	COUNTY: ROCK			
FILE NAME	DATE	5/1/2018	CITY: JANESVILLE			

PLAN DATE: 5/1/2018
 COUNTY: ROCK
 CITY: JANESVILLE
 HWY: RUGER AVENUE
 R/W PROJECT NUMBER: 5990-00-37
 CONSTRUCTION PROJECT NUMBER: 5990-00-38
 PLAT SHEET: 4.03
 PS&E SHEET: E
 FILE NAME: 5990-00-37-03



STATION	ELEVATION	CHANGING
1+00	82.15	0.00
1+25	82.15	0.00
1+50	82.15	0.00
1+75	82.15	0.00
2+00	82.15	0.00

STATION	ELEVATION	CHANGING
1+00	82.15	0.00
1+25	82.15	0.00
1+50	82.15	0.00
1+75	82.15	0.00
2+00	82.15	0.00

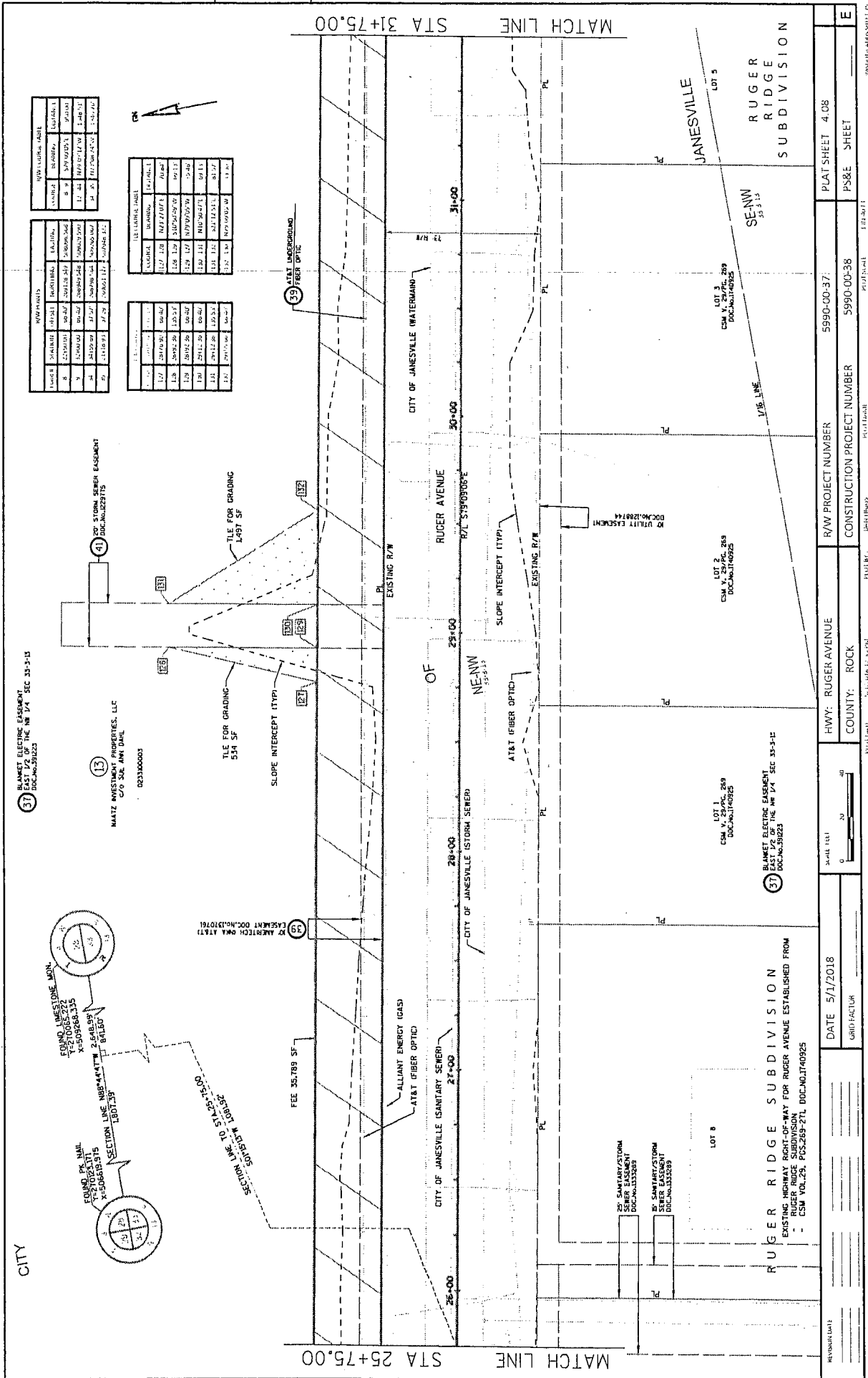


REVISION DATA	DATE: 5/1/2018	SCALE: FEET	0 20 40	HWY: RUGER AVENUE	R/W PROJECT NUMBER: 5990-00-37	PLAT SHEET: 4.06
FILE NAME: R-11.DWG	GRID FAC TOR	DATE: 5/1/2018	0 20 40	COUNTY: ROCK	CONSTRUCTION PROJECT NUMBER: 5990-00-38	PS&E SHEET
LAYOUT NAME: 5990-00-37-4-06						E

4

4

MATCH LINE SHEET 4.05



NO. POINTS	STATION	BEARING	LENGTH	AREA
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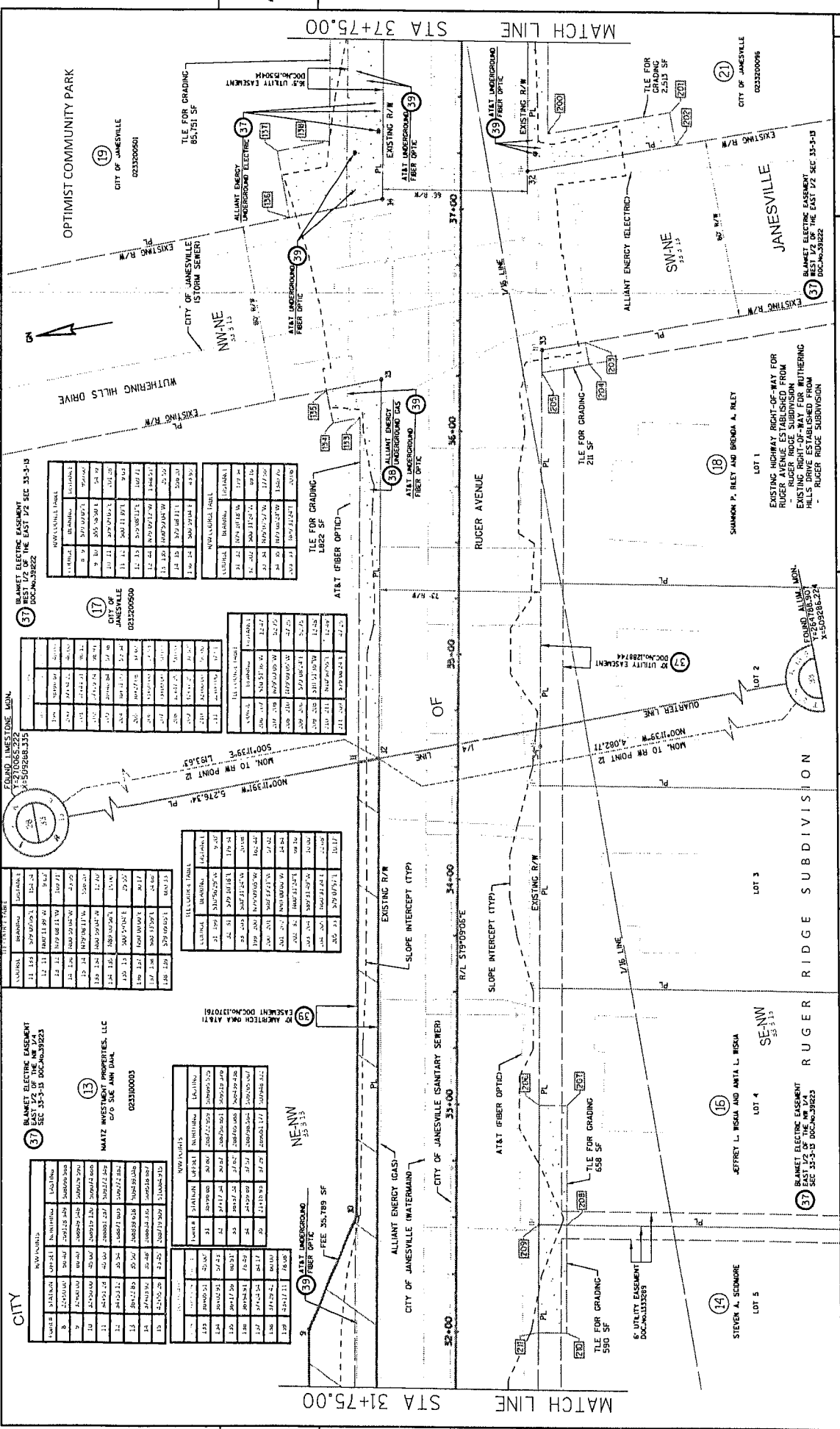
NO. POINTS	STATION	BEARING	LENGTH	AREA
1	10+00.00	N 89° 00' 00\"/>		

37 BLANKET EASEMENT FOR EGRESS EAST 1/2 SEC 35-3-13 DOC NO. 591223

13 MATZ INVESTMENT PROPERTIES, LLC C/O SUE AMY DAIL 0033300003

37 BLANKET EASEMENT FOR EGRESS EAST 1/2 SEC 35-3-13 DOC NO. 591223

REVISION DATA	DATE: 5/1/2018	RAW PROJECT NUMBER: 5990-00-37	PLAT SHEET: 4.08
FILE NAME: P:\11\1000\5990 00 37 4.08	LAYOUT NAME: 5990 00 37 4.08	CONSTRUCTION PROJECT NUMBER: 5990-00-38	PS&E SHEET: _____
PROJECT: Ruger Ridge Subdivision	PLAT: 5990-00-37	RAW PROJECT NUMBER: 5990-00-37	PLAT SHEET: 4.08
PROJECT: Ruger Ridge Subdivision	PLAT: 5990-00-37	CONSTRUCTION PROJECT NUMBER: 5990-00-38	PS&E SHEET: _____



BLANKET ELECTRIC EASEMENT EAST 1/2 OF THE NW 1/4 SEC 35-3-33 DOC#A-59223

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93	94	95	96
97	98	99	100

BLANKET ELECTRIC EASEMENT EAST 1/2 OF THE NW 1/4 SEC 35-3-33 DOC#A-59223

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BLANKET ELECTRIC EASEMENT EAST 1/2 OF THE NW 1/4 SEC 35-3-33 DOC#A-59223

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BLANKET ELECTRIC EASEMENT EAST 1/2 OF THE NW 1/4 SEC 35-3-33 DOC#A-59223

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BLANKET ELECTRIC EASEMENT EAST 1/2 OF THE NW 1/4 SEC 35-3-33 DOC#A-59223

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BLANKET ELECTRIC EASEMENT EAST 1/2 OF THE NW 1/4 SEC 35-3-33 DOC#A-59223

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97	98	99	100

REVISION DATE: _____

DATE: 5/1/2018

BRD/P-FACTOR: _____

SCALE: 1"=40'

HWY: RUGER AVENUE

COUNTY: ROCK

R/W PROJECT NUMBER: 5990-00-37

CONSTRUCTION PROJECT NUMBER: 5990-00-38

PLAT SHEET: 4.09

PS&E SHEET: _____

E: _____

FILE NAME: 5990-00-37.dwg

LAYOUT NAME: 5990-00-37.dwg

DATE: 5/1/2018

BRD/P-FACTOR: _____

SCALE: 1"=40'

HWY: RUGER AVENUE

COUNTY: ROCK

R/W PROJECT NUMBER: 5990-00-37

CONSTRUCTION PROJECT NUMBER: 5990-00-38

PLAT SHEET: 4.09

PS&E SHEET: _____

E: _____

FILE NAME: 5990-00-37.dwg

LAYOUT NAME: 5990-00-37.dwg

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Mickey Crittenden, Director of IT
INITIATED BY



Mickey Crittenden, Director of IT
DRAFTED BY

Finance Committee
SUBMITTED BY

April 24, 2018
DATE DRAFTED

Authorizing Purchase of Budgeted Network Firewalls

- 1 **WHEREAS**, the security and improvement of the County's network is an active and on-going
- 2 Information Technology initiative; and,
- 3
- 4 **WHEREAS**, the replacement of the County's current network firewall device with a new generation
- 5 firewall environment is necessary for meeting the current and future network security requirements
- 6 associated with the County's systems; and,
- 7
- 8 **WHEREAS**, the 2018 Information Technology budget (07-1430-0000-67131) includes funding for the
- 9 replacement of the County's network firewall; and,
- 10
- 11 **WHEREAS**, the Information Technology Department staff, working with Cisco engineers, did specify
- 12 the configuration of 2 Cisco ASA 5516-X firewall devices that will meet the County's security needs
- 13 and increasing network traffic to complete the planned firewall replacement; and,
- 14
- 15 **WHEREAS**, the specified Cisco firewalls will be purchased using the pricing and terms of the State of
- 16 Wisconsin Cisco Contract #50SENT-M16-DATACOMMUN-01.
- 17
- 18 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
- 19 this _____ day of _____, 2018 that a Purchase Order for 4 Cisco blade servers and
- 20 associated components be issued to Core BTS, Inc. in the amount of \$17,269.30.

18-5A-017

Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney
Mary Mawhinney, Chair

Mary Beaver
Mary Beaver

Brent Fox
Brent Fox

J. Russell Podzilni
J. Russell Podzilni

Bob Yeomans
Bob Yeomans

FISCAL NOTE:

Sufficient funds were included in the 2018 budget for the purchase of firewalls.

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. The requirements of sec. 59.52(29), Wis. Stats, are met through using the pricing and terms of the State of Wisconsin Cisco Contract. Core BTS, Inc., is the sole source provider of the blade servers and components.

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
for

Josh Smith
County Administrator

Jodi Timmerman
Jodi Timmerman
Deputy Corporation Counsel

Executive Summary for the Purchase of Network Firewalls

This resolution authorizes the purchase of a planned and budgeted replacement for the County's outdated network firewall technology. The newest generation of Cisco firewall devices enables better threat-focused network security functionality and can accommodate growing network workloads. Working with Cisco engineers, the IT department specified the following components of the new network firewall environment:

- 2 Cisco ASA 5516-X Firepower firewall devices for advanced network intrusion protection and to work in tandem for fault tolerance;
- Cisco Firepower software for managing the firewall environment;
- All associated memory and cables;
- Three years of maintenance and support.

The firewalls will be installed in the data center at the Health Care Center and have a projected useful life to the County of 5 – 7 years.

The total cost of the Cisco ASA 5516-X firewalls and associated components as listed above is \$17,269, and will be purchased from Core BTS, Inc. of Madison, WI using the pricing and terms of the State of Wisconsin Cisco contract #50SENT-M16-DATACOMMUN-01.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Diana Arneson, Asst. to IT Dir.
INITIATED BY



Diana Arneson, Asst. to IT Dir.
DRAFTED BY

Finance Committee
SUBMITTED BY

March 28, 2018
DATE DRAFTED

**Authorizing Purchase of Relias Learning Management System 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 wish to fill a business
- 5 need to provide continuing education and professional development for all Human Services staff; and,
- 6
- 7 **WHEREAS**, a workgroup comprised of Human Services staff and supported by Information
- 8 Technology identified the Relias learning platform and comprehensive suite of training as the most
- 9 viable and economical solution for the County; and,
- 10
- 11 **WHEREAS**, the 2018 Budget did designate funds for the purchase of this computer software.
- 12
- 13 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 14 this _____ day of _____, 2018 that a Purchase Order for an implementation fee of
- 15 \$4,500.00 and 2018 prorated subscription fee of \$26,110.70 be issued to Relias Learning LLC in Cary,
- 16 NC in the amount of \$30,610.70.

18-5A-018

Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney
Mary Mawhinney, Chair

Mary Beaver
Mary Beaver

Brent Fox
Brent Fox

J. Russell Podzilni
J. Russell Podzilni

Bob Yeomans
Bob Yeomans

FISCAL NOTE:

Sufficient funds were included in the 2018 budget for the purchase of the Relias Learning Management System.

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. Professional services are not subject to bidding requirements of § 59.52(29), Stats.

Jodi Timmerman
Jodi Timmerman
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
Josh Smith
County Administrator

Executive summary for the Relias Learning Management System for the Human Services Department

The Human Services Department's 2018 Budget includes the purchase of a learning management system and course catalog from Relias Learning LLC. This system was identified by a workgroup formed within HSD and supported by the Information Technology department as one that would enhance training and professional development opportunities for all HSD staff. The Relias Learning Management platform and provided courses will allow HSD staff to earn continuing education credits (CEUs) in an economical way. Additionally, the ability to leverage the platform to create and deliver HSD specific training will ultimately lead to better services for all Rock County HSD clients.



Ordering Document

Rock County Human Services Department
3530 county road f
janesville, Wisconsin 53545

The term of this agreement is: 62 Months Method of Payment (Check One): ACH Check

Billing Frequency: Semi-Annually
The Subscription Start Date is: 5/1/2018

Behavioral Health - Standard Package	Library	Per Employee	430
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Year 1 Annual Subscription Total \$52,221.39

Health and Human Services Site Setup - Enhanced	Flat Rate	1	\$4,500.00
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Professional Services Total \$4,500.00

Due Upon Receipt of Invoice \$4,500.00

PRICING EXPIRES IF NOT EXECUTED BY 4/29/2018

This Ordering Document, together with the Master Services Agreement and the Schedules linked below, form the entire Agreement between the parties.

MSA	https://www.relias.com/msa-2017
MSA Schedule A	https://www.relias.com/msa-2017-schedule-a

CONFIDENTIAL

Quote Number: 2016-80434

RELIAS

MASTER SERVICES AGREEMENT

1. DEFINITIONS

- 1.1 **Affiliate** means any company that (i) controls, (ii) is controlled by or (iii) is under common control with either Party or its parent corporation. A company shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.
- 1.2 **Agreement or MSA** means this Master Services Agreement, Ordering Document(s), Schedules (attached hereto and/or detailed and linked within the Ordering Document(s)), and such other documents, attachments and exhibits that the parties' authorized representatives mutually agree to in writing.
- 1.3 **Client** means the entity set forth on the Ordering Document(s) and receiving Subscription Services under the Agreement.
- 1.4 **Client Data** means all required electronic data or information submitted by Client to Company for the provision of Subscription Services and/or Professional Services.
- 1.5 **Company** means the entity set forth on the Ordering Document(s) and providing Subscription Services under the Agreement.
- 1.6 **Content** means materials provided or posted by Company in connection with the Subscription Services, including but not limited to training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos and modifications, enhancements, or new versions thereof.
- 1.7 **Effective Date** means the date defined within the Ordering Document(s), or if no such date is defined, the date of the final required signature.
- 1.8 **Intellectual Property** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, User interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, training methodology and materials, which Company has created, acquired or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, acquire or otherwise obtain rights in.
- 1.9 **Ordering Document** means the document(s), regardless of actual name, executed by the parties from time to time, which incorporates by reference the terms of this Agreement and describes order-specific information such as description of Subscription Services and/or Professional Services ordered, Subscription Metrics, fees, and other business terms. **Statement of Work (SOW)** shall be synonymous with Ordering Document.
- 1.10 **Professional Services** means consulting, implementation, training, creation of custom content, or other professional services to be performed by the Company described in the attached Ordering Document or Schedule to this Agreement mutually agreed to by the parties in writing.
- 1.11 **Schedule** means a product-specific set of terms and conditions that serves as an addendum to this Agreement and will either come attached hereto and/or be referenced within the Ordering Document(s) with a hyperlink provided.
- 1.12 **Site** means the web interface at a URL designated by Company.
- 1.13 **Subscription Metrics** means each of the per-unit metrics specified in the Ordering Documents to describe the scope of Client's right to use each of the Subscription Services, such as the maximum number of Users, restricted Users, Content type, and the like.
- 1.14 **Subscription Services** means services described in the relevant schedule.
- 1.15 **Subscription Start Date** means the date specified on the Ordering Document(s).
- 1.16 **User(s)** means those persons who (a) have been authorized by Client to access and use the Subscription Services and Professional Services for data analytics, testing and skill assessments, and/or training and education purposes; (b) have complied with any registration requirements reasonably requested by Company, (c) have been issued a personal and unique User ID and Password; and (c) have acknowledged, where required, the terms and conditions applicable to the particular Subscription Services. Only current employees and independent contractors of Client are eligible to be Users.

2. USE RIGHTS

- 2.1 **Grant of Use.** Subject to the terms of the Agreement, Company grants to Client the right to access and use the Subscription Services described in the Ordering Document(s), solely for its internal business purposes and solely in connection with the personal training, analysis, or assessment of its Users or business.
- 2.2 **Authorized Users.** Client shall provide Company with the required demographic data for all Users in the specified electronic format provided by Company to complete the initial registration process. Client agrees not to activate and deactivate Users repeatedly as a method of keeping the number of Users within range of the Subscription Metrics stated in the Ordering Document(s).
- 2.3 **Acceptable Use.** Client and all Users shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees and shall ensure that Users agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains computer viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Client further agrees and shall ensure that Users agree not to interfere or disrupt networks connected to the Subscription Services, not to interfere with another entity's use of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscription Services. Company may remove any violating content posted on the Subscription Services or transmitted through the Subscription Services without notice. Company may suspend or terminate any User's access to the Subscription Services in the event that Company reasonably determines that such User has violated the terms and conditions of this Agreement.
- 2.4 **Restrictions.** Client shall not itself, or through any affiliate, employee, contractor, agent or other third party (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Subscription Services, the Site or access thereto; (ii) decipher, decompile, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Subscription Services, in whole or in part; (iii) allow access to, provide, divulge or make available the Site or the Subscription Services to anyone other than an authorized User; (iv) create derivative works based upon the Subscription Services; or modify, adapt, translate or otherwise make any changes to the Subscription Services or any part thereof; (v) use the Subscription Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Subscription Services; or (vii) remove from any Subscription Services or other materials owned by Company identification, patent, copyright, trademark or other notices. Proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.
- 2.5 **Enforcement.** Client shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify Company of any actual or suspected violation thereof and (iii) cooperate with Company with respect to investigation and enforcement of the Agreement. Client shall be solely responsible

for all acts and omissions of its Users in connection with their access and use of the Subscription Services.

2.6 Environment. The Subscription Services will be hosted on a server that is maintained by Company or its designated third-party subcontractor. User access to the Subscription Services is provided through the Site. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the Site, including but not limited to Internet access and telecommunications network with adequate bandwidth.

2.7 Availability. Company shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events where notice is provided to Client, emergency downtime events, or Internet service provider failures or delays. Company will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Client acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications; Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

2.8 Content. Access to Content, if applicable, shall be provided by Company through the Subscription Services. Client is responsible for selecting which Content will be available to authorized Users. Company continuously reviews and updates Content based on an ongoing-needs analysis. Company reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion.

2.9 Site Administrator. Client shall designate a primary contact who shall function as the liaison to Company and who shall be trained by Company so that the contact shall be able to train and support Users on the use of the Subscription Services (**Site Administrator**). The Site Administrator shall be the primary interface with Company on all issues related to the Subscription Services.

2.10 Passwords. Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. Client is entirely responsible for any and all activities that occur under its account. Client shall immediately notify Company of any unauthorized use or any other breach of security known to Client. Company shall have no liability for any loss or damage arising from Client's failure to comply with these requirements.

2.11 Client Data Responsibilities. Client shall be solely responsible for the accuracy, quality, integrity and legality of data uploaded in the Subscription Services by Client. Client shall own or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it provides, develops, or uploads for use in the Subscription Services. Client authorizes Company and the data center to serve as the host and repository for the data Client enters into the Subscription Services.

2.12 Changes. Company reserves the right to add and/or substitute functionally equivalent products in the event of product unavailability, end-of-life, or changes to software requirements. Company regularly updates the Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Client to schedule and implement the changes.

3. PROFESSIONAL SERVICES

3.1 Cooperation. Client shall provide Company with good-faith cooperation and access to such information, facilities, personnel and equipment as Company may reasonably require in order to provide the Professional Services. Client acknowledges that Company's performance is dependent upon the timely and effective completion of Client's responsibilities hereunder and Client's timely decisions and approvals in connection with the Professional Services. Company shall be entitled to rely on all such decisions and approvals.

4. FINANCIAL TERMS

4.1 Fees, Payment Terms, and Taxes. Fees and payment terms are specified in the applicable Ordering Document. All payments made hereunder shall be in US Dollars. Company may, after the first twelve (12) months of the initial term, and not more than once in a twelve (12) month period, modify the fees for Subscription Services upon sixty (60) days' written notice. Payment of all fees is due thirty (30) days after the invoice date. Interest accrues on past-due balances at 1% per month. Failure to make timely payments shall be a material breach of the Agreement and Company will be entitled (i) to suspend any or all Subscription Services or Professional Services hereunder upon thirty (30) days' written notice to Client and/or (ii) to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Unless expressly provided otherwise, prices do not include taxes. Client agrees to pay any federal, state or local sales, use, personal property, excise taxes or other taxes arising out of this Agreement.

4.2 Subscription Metrics. Client understands and agrees that (i) all fees are based on the Subscription Metrics purchased and that (ii) unless expressly stated otherwise in the Ordering Document, the quantity(ies) of Subscription Metrics provided in the initial Ordering Document or most recent amendment, if applicable, represent minimum amounts that Client has committed to for the Subscription Service Term (as defined in Section 9.2). Additional Subscription Metrics must be purchased in the event actual use exceeds the licensed quantity, at Company's then-current fees. Additional Subscription Metrics, if any, are prorated for the remainder of the then-current Subscription Services Term. There shall be no fee adjustments or refunds for any decreases in usage during Subscription Services Term.

4.3 Professional Services. Additional Professional Services may be provided on a time and materials (T&M) basis at the Company T&M rates in effect at the time the Professional Services are performed or on a fixed fee basis, as indicated in an Ordering Document. On a T&M engagement, if an estimated total amount is stated in the Ordering Document, that amount is solely a good-faith estimate for Client's budgeting and Company's resource scheduling purposes and not a guarantee that the work will be completed for that amount. On a fixed fee engagement, Professional Services purchased must be used within, and prices quoted are valid for, the time period specified in the Ordering Document. Hours that are not used or have expired are non-refundable.

4.4 No Contingencies. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Company regarding future functionality or features.

5. CONFIDENTIALITY

5.1 Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Confidential Information means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, the terms and conditions (but not the existence) of this Agreement, all trade secrets, Intellectual Property as well as results of testing and benchmarking of the Subscription Services. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Company may use, for purposes outside of this Agreement, anonymous, de-identified data; however, Company agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third-party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

5.2 Compelled Disclosure. A party (**Disclosing Party**) may disclose Confidential Information of the other party if it is compelled by law to do so, provided the Disclosing Party gives the other party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

6. OWNERSHIP

6.1 All rights not expressly granted in this Agreement are reserved by Company and its licensors.

6.2 **Subscription Services.** Company and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in, Subscription Services and the Site, including without limitation (a) Intellectual Property embodied or associated therein, and (b) all derivative works and copies thereof.

6.3 **Professional Services.** Company shall retain all rights, title and interest in and to any and all Intellectual Property used or in any manner employed by Company in the provision of Professional Services.

7. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

7.1 **General.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

7.2 **Professional Services.** Company warrants that the Professional Services will be performed in a workmanlike manner. As Client's exclusive remedy for any claim under this warranty, Client shall notify Company in writing of its claim within thirty (30) days of Company's completion of the applicable services and, provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall re-perform the applicable service. Company's entire liability and Client's exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.

7.3 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, ALL SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COMPANY, ITS LICENSORS, DATA CENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, DATABASE, SUBSCRIPTION SERVICES, DELIVERABLES OR PROFESSIONAL SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION, (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT DESIGNED OR INTENDED TO MEET ALL OF ITS OR ITS USERS' TRAINING, ANALYTICS, OR ASSESSMENT NEEDS OR REQUIREMENTS, INCLUDING THOSE REQUIRED UNDER APPLICABLE LAWS. CLIENT ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES PROVIDED HEREUNDER TO ACHIEVE ITS INTENDED RESULTS.

CLIENT ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ITS USERS' COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. CLIENT FURTHER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED FROM THE USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. CLIENT ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, OPINIONS, DIAGNOSIS, OR A SUGGESTED COURSE OF TREATMENT. CLIENT FURTHER AGREES THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY MEDICAL DECISIONS OR ACTIONS WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY DIAGNOSTIC, CLINICAL OR MEDICAL INFORMATION RESIDES SOLELY WITH THE HEALTHCARE PROVIDER. COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CLIENT'S OR ANY OF USERS' USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, IN COMBINATION WITH ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEB SITES THAT ARE ACCESSED VIA LINKS FROM WITHIN THE SUBSCRIPTION SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CLIENT AND USERS FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THIS AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR SUCH ITEMS THAT ARE THE SUBJECT MATTER OF THE CLAIM FOR THE PRIOR TWELVE (12) MONTHS. IN NO EVENT WILL COMPANY, ITS LICENSORS AND SUPPLIERS BE LIABLE TO CLIENT OR USERS OR OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

THIS SECTION 7 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

8. INDEMNIFICATION

8.1 **Client Indemnification.** Client shall indemnify and hold Company, its affiliates, suppliers, data center, employees and officers (**Company Indemnified Parties**) harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Company Indemnified Party arising out of, or in connection with (a) any material breach by Client or any User of any of the terms of this Agreement; or (b) any use or reliance by Client or any User of any Subscription Services, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or a Company Indemnified Party arising out of, or relating to, the use of or reliance by Client or any User on any Subscription Services.

8.2 **Company Indemnification.** Company shall indemnify and hold harmless Client and its principals, officers, directors, agents, and employees (**Client Indemnified Parties**), and at Company's option, either defend Client Indemnified Parties or pay their attorney's fees and court costs, from any loss, cost, damage, or expense incurred by Client that is finally awarded by a court of law to any third party as a result of a claim alleging that the Subscription Services infringe or misappropriate a U.S. patent, U.S. copyright, U.S. trademark or U.S. trade secret of a third party, solely provided such alleged infringement or misappropriation does not arise from: (i) a modification of the Subscription Services as delivered to Client, (ii) the combination of the Subscription Services with any other process, hardware, software, data, or functionality, (iii) any Client-originating data or content communicated using such Subscription Services; or, (iv) any use of the Subscription Services by Client in a manner inconsistent with the documentation or instructions provided by Company or otherwise in breach of this Agreement.

8.3 **Indemnification Procedure.** The indemnifications made hereunder are solely provided upon the following conditions: (i) the indemnifying party controls any settlement or any suit or claim indemnified hereunder (ii) the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed, is obtained prior to any settlement by the indemnifying party that affects the indemnified party's rights and obligations; (iii) the indemnifying party is promptly informed of any third-party claim indemnified hereunder; and, (iv) in the case of Client, Client ceases any alleged infringing activity upon actual or constructive notice of any claim or allegation of infringement.

9. TERM AND TERMINATION

9.1 **Agreement Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Ordering Documents and attachments, unless otherwise terminated earlier as provided hereunder.

9.2 **Subscription Services Term.** The initial term of Subscription Services commences on the Subscription Start Date specified in, and continues for the term set forth in, the Ordering Documents. Following the end of the initial term, Subscription Services shall automatically renew for the same length as the initial term unless either party

gives written notice at least sixty (60) days prior to the end of the initial term, or any renewal term, of its intention to terminate any of the Subscription Services. The pricing for the first twelve (12) months of any renewal term shall be provided by Company to Client in writing no less than sixty (60) days prior to the end of the initial term or any renewal term. The initial term and renewal term(s) are collectively referred to as the Subscription Services Term.

9.3 Termination. Either party may terminate the Agreement including all Ordering Documents executed thereunder immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach; or (ii) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

9.4 Partial Termination. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Ordering Documents. Ordering Documents that are not terminated shall continue in full force and effect under the terms of this Agreement.

9.5 Effect of Termination. Following termination of this Agreement (for whatever reason provided for under the Agreement), Client shall certify that Client has returned or destroyed all copies of the Subscription Services, Confidential Information and Intellectual Property of Company and all materials or documents relating to the Subscription Services in any format and residing on any media. Client acknowledges that its rights to use the same are relinquished. Company has no obligation to retain Client Data after three months following the expiration or termination of Subscription Services; however, Company shall provide Client Data to Client, upon reasonable request and during Company's normal business hours, for no additional fee during these three months, after which additional fees may be incurred.

Termination for any reason shall not excuse Client's obligation to pay in full any and all amounts due or that become due through such termination or that arise under Section 10.19, nor shall termination result in a refund of fees paid, except as expressly provided otherwise in this Agreement.

Upon termination for any reason of a Professional Services engagement, all work product, including all drafts and works in progress of deliverables shall be delivered to Client. Upon its receipt of a notice of termination, Company shall cease and shall cause any agent or subcontractor to cease all work under the applicable Ordering Documents and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Client. Except as may be expressly set forth in the applicable Ordering Documents, Client shall pay Company's fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith.

10. GENERAL PROVISIONS

10.1 Suspension. Company will be entitled to suspend any or all Subscription Services and Professional Services (i) immediately in the event Client is in breach of Section 2.3, above, or (ii) upon thirty (30) days' written notice to Client in the event Client is otherwise in breach of this Agreement. Company may impose an additional charge to reinstate service following such suspension.

10.2 Force Majeure. Neither party shall incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform any part of this Agreement (except for payment obligations) to the extent caused, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this subsection. Such events may include, but are not limited to acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.3 Subcontractors. Company may subcontract or delegate Subscription and/or Professional Services to any third party without Client's prior written consent, provided that Company shall remain responsible to Client for any services for which it subcontracts or delegates.

10.4 Assignment. Company may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not assign or transfer this Agreement without Company's prior written consent.

10.5 Non-solicitation. During the term of this Agreement and for a period of one (1) year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.6 Compliance. Company reserves the right to utilize Client Data to verify compliance with the terms of this Agreement. Company may monitor the usage, performance and operation of the Subscription Services using electronic, remote and other means and without notice to Client.

10.7 Notices. Any notice required or permitted to be sent under this Agreement (except for invoices and notices related to payment of fees and price increases) shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement Signature Page or to such other address of the parties designated in writing in accordance with this subsection.

10.8 Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.9 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.10 No Waiver. No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

10.11 Entire Agreement. This Agreement, including Ordering Documents and other attachments incorporated by reference, constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, proposals, conditions, representations, warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing signed by an authorized representative of each party. All pre-printed or standard terms of any of Client's purchase order or other business processing document shall have no effect.

10.12 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party.

10.13 Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws. Any dispute arising from or relating to the Agreement shall be litigated in the state or federal courts located in Wake County, North Carolina, to whose exclusive jurisdiction the parties hereby consent.

10.14 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of

or against a party based on the author of the document.

10.15 Counterparts. The Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and the parties agree that facsimile, scanned copies of signatures, and electronic signatures shall be as effective and binding as original signatures.

10.16 Notice of U.S. Government Restricted Rights. If the Client hereunder is the U.S. Government, or if the Subscription Services are acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Subscription Services are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)."

10.17 OFAC Compliance. Client warrants that it is currently in compliance with, and shall at all times during the term of this Agreement remain in compliance with, and cause its Users to comply with, the regulations of the OFAC of the Department of the Treasury and any statute, executive order, or other governmental action relating thereto.

10.18 Conflict of Documents. If there is a conflict between the provisions of this MSA and any other documents concerning the Subscription Services performed under this MSA, the order of precedence for purposes of resolution shall be: (i) this MSA, (ii) any applicable Schedule identified in the Ordering Document(s), (iii) the Ordering Document(s), (iv) any other document executed by the parties.

10.19 Survival. The following provisions will survive any termination or expiration of the Agreement or Ordering Documents: Sections 4, 5, 6, 7, 8, 9, 10, and all corresponding Sections in the attached Schedule(s).

ADDITIONAL TERMS AND CONDITIONS:

[Schedule A – Learning](#)

[Schedule B – Assessments](#)

[Schedule C – Analytics](#)

[END DOCUMENT]

RELIAS

SCHEDULE A - LEARNING

1. DEFINITIONS

- 1.1 **Administrative Site** means the main Site that is designated for administrative functions related to a group of Sub-Portals in an Enterprise System. The Administrative Site will have administrative capabilities over every Sub-Portal in the Enterprise System, including the ability to run reports, assign Content, and designate other Administrators.
- 1.2 **Client's Enterprise System** means a specific configuration of the Services that provides for an Administrative Site linked to additional Sub-Portals.
- 1.3 **Client Organization** means an organization that has a corporate or contractual relationship with or is a member of Client. Client may specify Client Organizations that will receive Subscription Services through a Sub-Portal to this Agreement in an attached Exhibit. The addition of Sub-Portals shall require the execution of an amendment to this Agreement.
- 1.4 **Documentation** means the LMS User instructions, release notes, and online help files in the form generally made available by Company to its Clients, as updated from time to time by Company.
- 1.5 **LMS** means Company's proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements and new versions thereof.
- 1.6 **Site Administrator** means the Administrator in the Administrative Site. The level of access for the Site Administrator will be determined during implementation.
- 1.7 **Subscription Services** means access to the LMS and Content through the Site for Client's internal training purposes.
- 1.8 **Sub-Portals** means an individual Site that is included in an Enterprise System that has a direct relationship with other sub-portals and the Administrative Site.
- 1.9 **Sub-Portal Administrator** means a User who has been authorized by Client or Client's Site Administrator to have access to all administrative functionality within the individual Sub-Portal.

2. CONFIDENTIALITY

- 2.1 **No Protected Health Information.** Client will not provide Company with access to any Protected Health Information (as defined in 45 CFR § 160.103, PHI). Company reserves the right not to accept access to Client Data that contains PHI. Client represents and warrants that: (i) Client has the right and authority necessary to provide the Client Data to Company as provided hereunder, (ii) that Client will disclose to Company only such Client Data as Client is authorized to disclose to Company, and (iii) such disclosure will be provided at all times in compliance with all applicable law, including, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services, each as amended from time to time (HIPAA). The parties acknowledge that, under the terms of this Agreement, Company does not collect or possess Protected Health Information, as defined in 45 C.F.R. § 160.103, and that Company shall not be required to execute a Business Associate Agreement or similar agreement. Client warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Company or its suppliers access to any such Protected Health Information.

3. OWNERSHIP

- 3.1 **Modified Content; Client Content.** Certain Users designated by Client may have authority to modify portions of the Content to meet certain of Client's needs or requirements (**Modified Content**) or to create unique content to meet certain of Client's needs or requirements (**Client Content**). In the case of Modified Content, Client shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Client Content, as between Company and Client, Client shall own the Client Content created or uploaded by authorized Users. Client shall be solely responsible for the accuracy, quality, integrity and legality of data, Client Data, Modified Content, and Client Content uploaded in the LMS by Client.
- 3.2 **De-identified Data.** Client acknowledges and agrees that Company has the unrestricted right to use the Client's de-identified data for any purpose, in accordance with applicable law, including but not limited to quality assessment and improvements to the Subscription Services.

4. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

- 4.1 **LMS Limited Warranty.** Company warrants that the LMS will operate in all material respects in conformity with the functional specifications described in the Documentation. If the LMS does not perform as warranted and there is a material failure of the LMS to conform to its functional specifications described in the Documentation that is reported by the Client to, and replicable by, Company (**Errors**), Company shall use commercially reasonable efforts to correct Errors. As Client's exclusive remedy for any claim under this warranty, Client shall promptly notify Company in writing of its claim. Provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company or Client may terminate the affected Subscription Services, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Company's entire liability and Client's exclusive remedy for cure of the warranty set forth herein in this Section 4.1 of Schedule A. If Client elects not to terminate the Subscription Services, Client waives all rights for the applicable warranty cure set forth herein. Company is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the LMS by anyone other than Company; (ii) Company's adherence to Client's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) Client deviating from the LMS operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Company.
- 4.2 **Links.** The Subscription Services may include links to third-party Internet sites or other resources provided by third parties. Because Company has no control over such sites and resources, Client acknowledges and agrees that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Client further acknowledges and agrees that Company shall not be responsible or liable, directly or indirectly, from any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third-party site or resource.

5. INDEMNIFICATION

- 5.1 **Indemnification for Modified/Client Content.** Client shall indemnify and hold Company, its affiliates, suppliers, data center, employees and officers (Company Indemnified Parties) harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Company Indemnified Party arising out of, or in connection with any use or reliance by Client or any User of any Content, Modified Content, or Client Content, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or a Company Indemnified Party arising out of, or relating to, the use of or reliance by Client or any User on any Content, Modified Content, or Client Content.

RELIAS

SCHEDULE B - ASSESSMENTS

1. DEFINITIONS

- 1.1 **Aggregate Data** means de-identified Company Processed Data.
- 1.2 **Assessments** are Content, including but not limited to, tests, assessments, surveys, and training courses.
- 1.3 **Company Processed Data** means any Client Data that Company processes, analyzes, integrates, normalizes, maps, aggregates, sorts, transforms or otherwise modifies, including any processed data that Company makes available to Client in connection with the Services.
- 1.4 **Subscription Services** means the Site, the Assessments, and access to the Assessments for End Users.

2. USE RIGHTS

2.1 **Additional Restrictions.** Client may use the Subscription Services report or assessment-generating features or functions that are intended to provide for the creation and export of reports or other data analytic output derived from Company Processed Data (**Client Reports**) for distribution of Client Reports to third parties, but, unless otherwise permitted by Company in writing, such Client Reports shall be so used and distributed only in furtherance of Client's internal business purposes and associated research and publication activities, and not for commercial sale or distribution to third parties. For the avoidance of doubt, Client does not have the right to disclose or distribute to any third party Company Processed Data other than discrete components of Company Processed Data that may be included in Client Reports.

3. OWNERSHIP

- 3.1 **Client Data Suitability.** Client acknowledges and agrees that not all Client Data will be suitable for use in the Services and that Company retains the discretion to determine which Client Data will serve as the basis for the creation of Company Processed Data.
- 3.2 **Company Right to Use Client Data.** Client hereby grants to Company a fully paid-up, worldwide, right and license to process, analyze, integrate, normalize, compile, store, validate, aggregate, sort, manipulate, and create derivative works of Client Data, for the purpose of creating (i) Company Processed Data to provide the Services to Client, and (ii) Aggregate Data. Client acknowledges and agrees that Company has the unrestricted right to use the Aggregate Data for any purpose, in accordance with applicable law, including but not limited to quality assessment and improvements to the Services.
- 3.3 **Effect of Termination.** For avoidance of doubt: (i) Company's right, title and ownership of the Company Processed Data (as defined above) existing as of the date of termination of this Agreement is perpetual and irrevocable and shall continue in effect notwithstanding the termination of this Agreement for any reason whatsoever and (ii) subject to the terms and conditions of this Agreement, including without limitation, the restrictions on use in Section 2.1 of this Schedule, Client's right to use Client Reports (as defined above) will survive termination of this Agreement.

4. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

4.1 **Additional Disclaimer.** CLIENT UNDERSTANDS AND AGREES THAT ANY ASSESSMENTS PROVIDED BY COMPANY, RESULTS OF THE INDIVIDUAL'S PERFORMING ANY ASSESSMENTS, AND THE INFERENCES DRAWN THEREFROM ARE BROAD MEASUREMENTS ONLY AND BY THEIR NATURE ARE SUBJECT TO VARYING INTERPRETATION. CLIENT UNDERSTANDS AND AGREES THAT WHILE COMPANY BELIEVES THAT THESE SERVICES CAN PROVIDE ONE REASONABLE MEASURE OF LIKELY INDIVIDUAL KNOWLEDGE IN CERTAIN AREAS OF HEALTH-CARE EMPLOYMENT, COMPANY DOES NOT WARRANT THE ACCURACY OF THE SERVICES OR THE SUITABILITY OF ANY INDIVIDUAL CANDIDATE FOR ANY PARTICULAR FIELD OF ENDEAVOR BASED ON SUCH CANDIDATE'S PERFORMANCE IN CONNECTION WITH THE SERVICES. CLIENT AGREES AND WARRANTS THAT, IN THE EVENT SERVICES ARE ADMINISTERED IN CONNECTION WITH ITS HIRING AND PERSONNEL DECISIONS, CLIENT WAIVES ANY CLAIMS AGAINST COMPANY BASED IN WHOLE OR IN PART ON THE SERVICES SUPPLIED BY COMPANY, OR ITS END USERS' USE OF THE SERVICES, OR FROM THE INFERENCES DRAWN OR DECISIONS MADE BY CLIENT AS A RESULT OF ITS USE OF THE SERVICES.

RELIAS

SCHEDULE C - ANALYTICS

1. DEFINITIONS

- 1.1 HIPAA refers to the Administrative Simplification Provisions of Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, 42 U.S.C. 1301 et. seq.) and implementing regulations enacted by the United States Department of Health and Human Services (45 CFR Parts 160 through 164).
- 1.2 Patient(s) are individuals enrolled in a health plan agency or receiving health care services directly from, or paid for by, Client or Providers.
- 1.3 Protected Health Information (PHI) means individually identifiable information about the physical or mental health of any person or payment for physical or mental health services that is created by Client or received by Client from a third party, or created by Company on behalf of Client.
- 1.4 Standard Data Input File means records provided to Company in the requested, standard format including but not limited to number of files, column header names and order, data types, field lengths, and identification of required versus optional data.
- 1.5 Subscription Services refers to the Relias data analytics platform which provides predictive analyses, data aggregation, report generation, management measures and similar services as set forth in the accompanying Ordering Document(s).

2. USE RIGHTS

- 2.1 Ordering Document. Each Ordering Document shall: (i) describe the Subscription Services and the covered Patient populations in sufficient detail to enable Company to determine the resources required to deliver Subscription Services to Client; (ii) identify any professional services to be provided, and fees to be paid for such services; (iii) identify project managers responsible for coordination of the efforts of Company and Client; (iv) state the responsibilities of Company and Client related to the provision of data and implementation of the Subscription Services; (v) establish milestones and a timetable for implementation of the Subscription Services; (vi) identify the Client Data required to enable Company to operate and perform the Subscription Services; and (vi) describe the compensation to be paid to Company for provision of the Subscription Services.
- 2.2 Modifications. Company reserves the right to modify the manner in which it delivers Subscription Services from time to time, provided that such modifications shall not have a material impact on Company's delivery of the Subscription Services to Client pursuant to this Agreement and that Client is notified in advance of any such modifications.

3. DATA

- 3.1 Data Requirements. Client shall provide Company all data necessary to perform the Subscription Services, which shall be detailed in the accompanying Ordering Document(s) (Required Data). All required Data will be delivered to Company as a Standard Data Input File. Client may provide Company data in a non-standard format for an additional fee in accordance with the Ordering Document. Required Data must include a roster of Users, including email addresses, identified to access data analytics information via Subscription Services, and may include some or all of the following data examples: (i) Patient data, (ii) claims data, (iii) Patient survey data, (iv) industry standards.
- 3.2 HIPAA Compliance. The parties have entered a Business Associate Agreement that includes the terms and conditions required by the HIPAA Privacy and Security Rules (45 CFR Parts 160 - 164) (BAA). Company will not use or disclose PHI except as permitted by the BAA. The BAA is deemed incorporated into this Agreement by reference. As required by the BAA, Company will implement reasonable and appropriate administrative, technical, and physical safeguards of the confidentiality, integrity, and availability of PHI in a manner that is consistent with the standards and implementation specifications of HIPAA.

4. OWNERSHIP

- 4.1 Data Products. Company shall own the Subscription Services and any modifications or customization of the Subscription Services, as well as any general analytic results, data products, or derivative works produced by Company in the process of rendering services to Client (collectively, the Data Products). Data Products shall be considered Company Intellectual Property and shall not be considered "work for hire" under copyright law.

RELIAS

CUSTOMER SIGNATURE PAGE

This Agreement (as hereinafter defined) is entered into between Relias Learning LLC ("Company") and the customer identified in the signature block below ("Customer"), effective as of _____ ("Effective Date"). This Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the provision of certain services as more fully described herein and in each Ordering Document.

By signing below, the Customer acknowledges that they have read and understood the Agreement and agree to be bound by all the terms and conditions contained therein.

Rock County Human Services Department

Relias Learning LLC

Signature: Mickey Crittenden

Signature: _____

Print Name: MICKEY CRITTENDEN

Print Name: _____

Job Title: DIRECTOR OF IT

Job Title: _____

Date: 4/2/18

Date: _____

Address for Notices:

Address for Notices:

Relias Learning LLC
111 Corning Road, Suite 250,
Cary, North Carolina 27518

Liaison Contact

Billing Contact

Name: MICKEY CRITTENDEN

Name: T. J. JOHNSON

Job Title: DIRECTOR OF IT

Job Title: IT SUPPORT SPECIALIST

Email: MICKEY@CO.ROCK.WI.US

Email: T.J. JOHNSON@CO.ROCK.WI.US

Phone: 608-757-5040

Phone: 608-757-5035

Address:

Address: COUNTY OF ROCK
INFORMATION TECHNOLOGY
3530 N. CTY HWY F
JANESVILLE, WI 53547-0920

RELIAS

Contract Amendment ("Amendment")

Relias Learning LLC ("Company") and Rock County Human Services Department ("Client") are parties to a Master Services Agreement with a Subscription Start Date of May 1, 2018 (the "Agreement").

Effective as of May 1, 2018 ("Amendment Effective Date"), for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Client agrees to pay the one-time Site Setup fee of \$4,500.00 no later than May 1, 2018.
2. Beginning May 1, 2018 through June 30, 2018 ("First Billing Term"), Company will provide Professional Services for implementation and site setup, as well as Subscription Services. However, Client will not be charged Subscription Services Fees during the First Billing Term.
3. After the First Billing Term, the Subscription Start Date shall be changed to July 1, 2018 and Company shall bill Client semi-annually according to the terms and conditions of the Agreement.
4. The following language is deleted from (strikethrough) and added to (underlined) Section 5.1:

"The County of Rock is required to conduct its operations in accordance with the Wisconsin Open Records Law. The parties hereto understand and agree that this contract and any documents arising out of this contract are subject to that law and are open records except to the extent they are exempted by Wis. Stat. §19.36. Company agrees that it will comply with the Wisconsin Open Records Law as required by Wis. Stat. §19.36(3). Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party, or as required by law. Confidential Information means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, the terms and conditions (but not the existence) of this Agreement, all trade secrets, Intellectual Property as well as results of testing and benchmarking of the Subscription Services...."

5. The following language is deleted from (strikethrough) and added to (underlined) Section 7.2:

"... As Client's exclusive remedy for any claim under this warranty, Client shall notify Company in writing of its claim within sixty (60) ~~thirty (30)~~ days of Company's completion of the applicable services and, provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall re-perform the applicable service...."
6. Section 8.2 is deleted in its entirety and replaced with the following language:

"Company shall indemnify and hold Client, its affiliates, suppliers, data center, employees and officers (Client Indemnified Parties) harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Client or any Client Indemnified Party arising out of, or in connection with a claim alleging (a) bodily injury or death; (b) damages to tangible physical property; (c) a breach of Company's confidentiality obligations under this Agreement; or (d) that the Subscription Services infringe or misappropriate a U.S. patent, U.S. copyright, U.S. trademark or U.S. trade secret of a third party, solely provided such alleged infringement or misappropriation does not arise from: (i) a modification of the Subscription Services as delivered to Client, (ii) the combination of the Subscription Services with any other process, hardware, software, data, or functionality, (iii) any Client-originating data or content communicated using such Subscription

Services; or, (iv) any use of the Subscription Services by Client in a manner inconsistent with the documentation or instructions provided by Company or otherwise in breach of this Agreement”

7. The following language is deleted from (strikethrough) and added to (underlined) Section 10.13:

“The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin ~~Delaware~~, without giving effect to its principles of conflict of laws. ~~Any dispute arising from or relating to the Agreement shall be litigated in the state or federal courts located in Wake County, North Carolina, to whose exclusive jurisdiction the parties hereby consent.”~~

Except as amended herein, all of the terms, conditions and covenants of the Agreement shall remain in full force and effect. Any inconsistencies between this Amendment and the Agreement shall be governed by this Amendment. Any terms used but not defined in this Amendment will have the meanings ascribed in the Agreement.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Amendment as of the Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Amendment for and on behalf of such party.

Rock County Human Services Department

Relias Learning LLC

Signature: Micky Crittenden

Signature: _____

Name: MICKY CRITTENDEN

Name: _____

Title: DIRECTOR OF IT

Title: _____

Date: 4/2/18

Date: _____

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

General Services Committee
INITIATED BY



Brent Sutherland –
Director of Facilities Management
DRAFTED BY

General Services Committee
SUBMITTED BY

April 17, 2018
DATE DRAFTED

Awarding the Contract for Repairing Job Center Masonry and Amending 2018 Facilities Management Capital Budget

1 WHEREAS, funds were budgeted in 2018 for the masonry repair of the north and west walls of
 2 the Job Center; and
 3
 4 WHEREAS, the masonry repair needs are immediate to prevent further structural damage of the
 5 north and west walls of the Job Center; and
 6
 7 WHEREAS, specifications were drafted and bids solicited with the lowest most responsive and
 8 responsible bidder being Custom Restorations Inc. for \$85,976.
 9
 10 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly
 11 assembled this ____ day of _____, 2018 does hereby approve and authorize
 12 awarding a contract in the amount of \$85,976 to Custom Restoration Inc. of Sussex, WI, for the
 13 masonry repair at the Job Center.

14
15 BE IT FURTHER RESOLVED, a contingency fund of \$8,500 be established to cover any
16 unforeseeable issues that arise.

17
18 BE IT FURTHER RESOLVED, the Facilities Management 2018 budget be amended as
19 follows:

20	BUDGET	INCREASE/ 21 (DECREASE)	AMENDED 22 BUDGET
23 <u>ACCOUNT/DESCRIPTION</u>	<u>4/17/18</u>		
24 <u>Source of Funds</u>			
25 18-1821-0000-68000	(\$200,655)	(\$44,500)	(\$245,155)
26 Facilities Management Cost Allocations			
27 <u>Use of Funds:</u>			
28 18-1821-0000-67200	\$326,140	\$44,500	\$370,640
Job Center Capital Improvements			

Respectfully submitted,

GENERAL SERVICES COMMITTEE

FINANCE COMMITTEE ENDORSEMENT

Henry Brill
Henry Brill, Chair

Reviewed and approved on a vote of 5-0

Jeremy Zajac
Jeremy Zajac, Vice Chair

Mary Mawhinney
Mary Mawhinney, Chair Date

Robert Yeomans
Robert Yeomans

Pom Brien
Vacant

J. Russell Podzilni
YURI RABEK

18-5A-019

Awarding the Contract for Repairing Job Center masonry and Amending 2018 Facilities
Management Capital Budget
Page 2

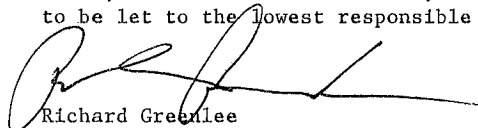
FISCAL NOTE:

This resolution awards the Job Center masonry repair contract to Custom Restorations, Inc. The bid for this project came in over budget. Therefore, the resolution amends the Facilities Management budget for the additional costs. The additional costs will be cross-charged to the Job Center building budget and will come from the Job Center fund balance.


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.


Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

Executive Summary

Awarding the Contract for Repairing Job Center Masonry and Amending 2018 Facilities Management Capital Budget

The resolution before you is awarding the contract for repairs to the Job Center building north and west exterior masonry walls that are in need of tuck pointing, replacing bricks and adding sheet metal to prevent further deterioration due to water damage behind the wall.

Bids were solicited with four contractors responding. \$50,000 was budgeted in 2018 for these repairs. The bids came in over budget so this resolution is also amending the Facilities Management 2018 budget.

Director of Facilities Management and Purchasing Manager are recommending awarding the bid to the lowest, most responsive and responsible bidder, Custom Restorations Inc. from Sussex, WI. In the amount of \$85,976.

BID SUMMARY FORM

BID NUMBER 2018-17
 BID NAME JOB CENTER MASONRY RESTORATION
 BID DUE DATE APRIL 9, 2018 - 1:30 P.M.
 DEPARTMENT FACILITIES MANAGEMENT

	CUSTOM RESTORATION SUSSEX WI	KLOBUCAR CONSTRUCTION BELOIT WI	B & B QUALITY RESTORATION FITCHBURG WI	BERGLUND CONSTRUCTION CHICAGO IL
BID PRICE	\$ 85,976.00	\$ 109,000.00	\$ 128,500.00	\$ 169,000.00
ADDENDUM	YES	YES	YES	YES
START	5/10/18	5/21/18	5/1/18	9/3/18
COMPLETION	7/15/18	7/27/18	8/1/18	10/19/18

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

PREPARED BY: JODI MILLIS, PURCHASING MANAGER

DEPARTMENT HEAD RECOMMENDATION: Custom Restorations

Jodi Millis
 SIGNATURE _____ DATE 4-18-18

GOVERNING COMMITTEE APPROVAL: *Henry Brill* VOTE 5-0 DATE 5/1/18
 CHAIR _____ DATE _____