

ROCK COUNTY, WISCONSIN

NOTE: This is a Teleconference



**AMENDED
5/6/2021**

**FINANCE COMMITTEE
THURSDAY – MAY 13, 2021 - 5:00 P.M.
CALL: 1-312-626-6799
MEETING ID: 864 2007 0750
PASSCODE: 553557**

Join Zoom Meeting

<https://us02web.zoom.us/j/86420070750?pwd=dWFxclFNeTJGZ0lSN0F0RzhhUHU1Zz09>

Meeting ID: 864 2007 0750

Passcode: 553557

One tap mobile

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Meeting ID: 864 2007 0750

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If you are interested in providing public comments on items on this agenda, you must submit your comments by noon on Thursday, May 13, 2021. To submit a public comment, use the following email: countyadmin@co.rock.wi.us.

Join from a telephone:

- On your phone, dial the phone number provided above
- Enter the meeting ID number when prompted, using your dial-pad.
- Please note that long-distance charges may apply. This is not a toll-free number.

- Supervisors: Please identify yourself by name
- Please mute your phone when you are not speaking to minimize background noises
- We are new at holding meetings this way, so please be patient

Instructions for the hearing impaired –

<https://support.zoom.us/hc/en-us/articles/207279736-Getting-started-with-closed-captioning>

AMENDED
5/6/2021

FINANCE COMMITTEE
THURSDAY – May 13, 2021 - 5:00 P.M.

AGENDA

1. Call to Order
2. Approval of Agenda
3. Citizen Participation, Communications and Announcements
4. Approval of Minutes – April 22, 2021
5. Transfers and Appropriations
6. Review of Payments
7. Review of Payments Over \$10,000
8. Committee Review and Approval of Per Meeting Allowances
9. Resolutions and Committee Endorsements
 - a. Amending the 2021 Human Services Department Budget To Accept Additional ADRC Funding
 - b. Authorizing Microsoft Exchange Server Online Migration Project
 - c. Awarding Contract for the Furniture Installation at the Dr. Daniel Hale Williams Rock County Resource Center and Amending the 2021 Facilities Management Budget
 - d. Accepting Additional Public Health Consolidated Contract Grant Funds and Amending the 2021 Rock County Public Health Department Budget (ELC Funding)
 - e. Accepting Additional Public Health Consolidated Contract Grant Funds and Amending the 2021 Rock County Public Health Department Budget (HIV Funding)
 - f. Amending The 2021 Land Conservation Department Budget Farmers On The Rock Producer Led Watershed Group Account
 - g. Accepting United States Food and Drug Administration (FDA) Training Grant and Amending the 2021 Rock County Public Health Department Budget**
10. Update, Discussion and Possible Action
 - a. Request Authorization for CoreBTS Professional Services to implement Azure Accelerate at Rock County
11. Adjournment

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



FINANCE COMMITTEE
Minutes – April 22, 2021

Call to Order. Chair Mawhinney called the meeting of the Finance Committee to order at 5:00 P.M. on Thursday, April 22, 2021, via teleconference.

Committee Members Present. Supervisors Mawhinney, Aegerter, Fox, Rich Bostwick and Davis.

Committee Members Excused: None.

Staff Members Present. Sherry Oja, Finance Director; Josh Smith, County Administrator; Randy Terronez, Assistant to County Administrator; Richard Greenlee, Corporation Counsel; Brent Sutherland, Facilities Management Director; Bridget Laurent, Deputy Corporation Counsel; James Sandvig, Director of IT; Paula Schutt, Director of Council on Aging; and Sandy Disrud, Register of Deeds.

Others Present: Supervisor Beaver

Approval of Agenda. Supervisor Bostwick moved approval of the agenda, second by Supervisor Davis. ADOPTED.

Citizen Participation, Communications and Announcements. Supervisor Davis informed the committee he attended the PSC meeting this afternoon and everything is moving forward regarding Bradford Town solar project.

Approval of Minutes – April 8, 2021. Supervisor Davis moved approval of the minutes of April 8, 2021, second by Supervisor Bostwick. ADOPTED.

Transfers and Appropriations. None.

Resolutions and Committee Endorsements.

Amending The 2021 Council On Aging Budget To Adjust The Following Older Americans Act Programs: Title III-B, C1, C2, Title III D, AFCSP and 5310 Mobility Management Allocations

“NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this _____ day of _____, 2021 does hereby amend the 2021 Rock County Council on Aging budget as follows:

.....”

Supervisor Aegerter moved approval of the above resolution, second by Supervisor Davis. Paula Schutt spoke to the changes reflected in this resolution. ADOPTED.

Recognizing Tracie Peck

“NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this _____ day of _____, 2021 does hereby recognize Tracie Peck for her thirty years of service and recommends that a sincere expression of appreciation be given, along with best wishes for the future.”

Supervisor Bostwick moved approval of the above resolution, second by Supervisor Aegerter. James Sandvig spoke to this resolution and Tracie “TJ” Peck. Sandvig expressed appreciation for TJ and her many years of service on behalf of the IT department. ADOPTED.

Update, Discussion and Possible Action. None.

Adjournment. Supervisor Fox moved adjournment at 5:04 P.M., second by Supervisor Bostwick. ADOPTED.

Respectfully submitted,

Haley Hoffman
Office Coordinator

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE.

COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
00-0000-0001-17100	POSTAGE METER CH					
		P2100048	04/15/2021	UNITED MAILING SERVICES INC	MONTHLY UMS FEES	1,352.91
		P2100049	04/29/2021	UNITED STATES POSTAL SERVICE	REPLENISH POSTAGE	20,000.00
00-0000-0001-22156	ACCIDENT INS					
		P2100490	04/22/2021	NATIONAL INSURANCE SERVICES OF	SHORT TERM DISABILITY	13,661.83
00-0000-0001-22159	LONG TERM DIS					
		P2100490	04/22/2021	NATIONAL INSURANCE SERVICES OF	LONG TERM DISABILITY	8,759.37
GENERAL FUND PROG TOTAL						43,774.11
00-0000-0071-29264	DLF-SUPPLIES/EXP					
		P2100312	04/22/2021	GREATER БЕЛОIT PUBLISHING CO	NTC OF RABIES VACCINATION	28.71
		P2101205	04/29/2021	NATIONAL BAND AND TAG CO	2022 DOG TAGS AND S HOOKS	1,226.04
AGENCY FUNDS PROG TOTAL						1,254.75

I have reviewed the preceding payments in the total amount of **\$45,028.86**

Date: _____ Dept Head _____
 _____ Committee Chair _____

FIN 5/13/2021

**COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
05-1500-0000-63100	Office&Misc Exp					
		P2100024	04/15/2021	US BANK	ACCOUNTING SUPPLIES	7.80
05-1500-0000-63107	Legal Notices					
		P2100025	04/15/2021	ADAMS PUBLISHING GROUP OF SOUT	MARCH LEGAL NOTICES	212.89
05-1500-0000-68010	Expense Alloc					
		P2100026	04/08/2021	FINANCE DEPARTMENT PURCHASING	JAN-MARCH PETTY CASH	12.73
		P2100027	04/15/2021	PACKAGE PRO EXPRESS DELIVERY I	MARCH COURIER SERVICES	3,834.46
Financial Services PROG TOTAL						4,067.88
05-1520-1000-62119	Other Services					
		P2100492	04/29/2021	EMPLOYEE BENEFITS CORPORATION	COBRA AND BESTFLEX ADMIN	1,664.05
Flex Spending (Section 125) PROG TOTAL						1,664.05
05-1560-0000-62400	R & M Services					
		P2100676	04/15/2021	RHYME BUSINESS PRODUCTS	2021 COLOR COPIER LEASE	844.00
05-1560-0000-63104	Print/Duplicate					
		P2100024	04/15/2021	US BANK	DUPLICATION SUPPLIES	2,081.82
Central Services PROG TOTAL						2,925.82

COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021

<u>Account Number</u>	<u>Account Name</u>	<u>PO#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Inv/Enc Amt</u>
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I have reviewed the preceding payments in the total amount of **\$8,657.75**

Date:

Dept Head _____

Committee Chair _____

**COMMITTEE REVIEW REPORT
WITH DESCRIPTION**
FOR THE MONTH OF APRIL 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
07-1430-0000-62119	Other Services					
		P2100528	04/29/2021	CHARTER COMMUNICATIONS	ETHERNET INTRASTATE MPS	674.21
		P2100708	04/29/2021	ROBERT HALF TECHNOLOGY	**NOT TO EXCEED \$75,000.00**	12,447.00
		P2100997	04/29/2021	CDW GOVERNMENT INC	**NOT TO EXCEED**	1,167.50
		P2101237	04/29/2021	RHYME BUSINESS PRODUCTS	RHYME ANNUAL LEASE AGREEMENT	9,455.50
07-1430-0000-62400	R & M Services					
		P2100539	04/29/2021	US BANK	PANDUIT CABLE	52.40
07-1430-0000-62421	Computer R&M					
		P2100540	04/29/2021	US BANK	OPTICAL MOUSE, SAN DISK FLASH	729.18
07-1430-0000-62491	Software Maint					
		P2100536	04/15/2021	SMARSH INC	PROFESSIONAL ARCHIVE	4,755.15
		P2100540	04/29/2021	US BANK	GRASSHOPPER CHARGES	3,347.77
		P2100971	04/01/2021	CITRIX SYSTEMS INC	CITRIX ADC VPX 1000 - STANDARD	33,533.15
		P2101131	04/01/2021	CDW GOVERNMENT INC	HYPERFLEX SYSTEMS	5,457.50
		P2101152	04/29/2021	CDW GOVERNMENT INC	MS EA ENTMOBANDSECE3GCC ADD TO	53,024.70
		P2101162	04/15/2021	SITEIMPROVE INC	SITEIMPROVE PROFESSIONAL SUITE	1,895.03
07-1430-0000-63200	Pubs/Subs/Dues					
		P2100540	04/29/2021	US BANK	HIPPA COLLABORATION PAYPAL	50.00
07-1430-0000-63407	Computer Supply					
		P2100539	04/29/2021	US BANK	CRIMPER USB PORT IT SUPPLIES	2,771.65
07-1430-0000-67130	Terminals/PCs					
		P2100539	04/29/2021	US BANK	PROLINE NETWORK ADAPTOR	276.24
07-1430-0000-67132	CW Replacements					
		P2100539	04/29/2021	US BANK	HP FIREFLY TRIP DISPLAY PORTS	5,956.53
07-1430-0000-67135	Software>\$25,000					
		P2101071	04/15/2021	EDCI	CITRIX VIRTUAL APPS AND DESKTO	27,000.00
Information Technology PROG TOTAL						162,593.51
07-1435-0000-62400	R & M Services					
		P2101180	04/29/2021	MARCO TECHNOLOGIES LLC	JOB CENTER CONYROLLER	618.75
Telephone Operations PROG TOTAL						618.75
07-1444-0000-67130	Terminals/PCs					
		P2001438	04/01/2021	CDW GOVERNMENT INC	NETWORK SERVER REPLACEMENT PRO	6,096.94

**COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
		P2002105	04/15/2021	CORE BTS INC	THIRD ACCOUNT NUMBER	22,707.45
					IT Capital Projects PROG TOTAL	28,804.39
07-1450-0000-62400	R & M Services					
		P2101059	04/15/2021	WATCHGUARD VIDEO	SFW-MNT-EL4-ADD SOFTWARE	10,550.00
		P2101084	04/29/2021	L-TRON CORPORATION	OSCR360 DESKTOP PRESENTATION	1,458.00
07-1450-0000-62491	Software Maint					
		P2100527	04/29/2021	AMERICAN DATA	AMERICAN DATA - ROCK HAVEN	5,575.44
		P2100535	04/29/2021	FIDLAR COMPANIES	FIDLAR	21,471.10
		P2100811	04/15/2021	TRADS	TLO SUBSCRIPTION - RCSO	347.20
		P2101025	04/01/2021	LEICA GEOSYSTEMS INC	LOP8, RINEX LOGGING OPTION	352.75
		P2101179	04/29/2021	TVEYES INC	TVEYES MEDIA MONITORING SERVIC	1,600.00
		P2101228	04/29/2021	ESHA RESEARCH	FOOD PROCESSOR ANNUAL SUBSCRIP	598.00
07-1450-0000-67130	Terminals/PCs					
		P2100539	04/29/2021	US BANK	DA - SCANNERS	11,214.83
		P2100993	04/15/2021	BAYCOM INC	2 YEAR EXTENDED WARRANTY	15,054.00
07-1450-0000-67143	IT Cross-Charges					
		P2100539	04/29/2021	US BANK	HSD COA RCSO COURTS	1,558.15
		P2100540	04/29/2021	US BANK	IT ZOOM CONNECTOR	49.00
					IT Charges to Departments PROG TOTAL	69,828.47

COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
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I have reviewed the preceding payments in the total amount of **\$261,845.12**

Date:

Dept Head _____

Committee Chair _____

**COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
14-1410-0000-44155	Work Permits					
		P2100314	04/15/2021	EQUAL RIGHTS DIVISION	MARCH WORK PERMITS	210.00
14-1410-0000-62210	Telephone					
		P2101044	04/22/2021	LANGUAGE LINE SERVICES	LANGUAGE LINE 03-2021	18.14
14-1410-0000-63100	Office&Misc Exp					
		P2100310	04/22/2021	US BANK	OFFICE COIN ENVELOPES	605.82
County Clerk PROG TOTAL						833.96
14-1411-0000-62114	Tab/Canvassing					
		P2101204	04/22/2021	HOLTERMAN,LARRY	BOARD OF CANVASS 4-06-2021	50.00
14-1411-0000-63103	Legal Forms					
		P2100313	04/29/2021	ILLINOIS OFFICE SUPPLY	ADDL BALLOTS 4-06-2021	617.00
14-1411-0000-63107	Legal Notices					
		P2100312	04/22/2021	GREATER BELOIT PUBLISHING CO	NTC OF REFERENDUM 4-6-2021	445.09
Elections PROG TOTAL						1,112.09

COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
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I have reviewed the preceding payments in the total amount of **\$1,946.05**

Date:

Dept Head _____

Committee Chair _____

COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021

<u>Account Number</u>	<u>Account Name</u>	<u>PO#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Inv/Enc Amt</u>
15-1540-0000-63107	Legal Notices	P2101214	04/29/2021	ADAMS PUBLISHING GROUP OF SOUT	UNCLAIMED FUNDS LEGAL NOTICE	426.50
15-1540-0000-64926	Bank Charges	P2100042	04/22/2021	BRINKS INC	MONTHLY CHRG FOR DAILY PICKUP	645.49
County Treasurer PROG TOTAL						1,071.99

I have reviewed the preceding payments in the total amount of **\$1,071.99**

Date:

Dept Head _____

Committee Chair _____

COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
17-1710-0000-63100	Office&Misc Exp	P2100469	04/15/2021	US BANK	OFFICE SUPPLIES MAR 2021	150.96
Register of Deeds PROG TOTAL						150.96
17-1715-0000-62119	Other Services	P2100465	04/15/2021	FIDLAR COMPANIES	REDACTION PROJECT MARCH 2021	1,155.00
ROD Redaction Project PROG TOTAL						1,155.00

I have reviewed the preceding payments in the total amount of **\$1,305.96**

Date:

Dept Head _____

Committee Chair _____

COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
19-1915-0066-61610	Health Insurance	P2100496	04/15/2021	MEDITERRANEAN WELLNESS LLC	MAR WELLNESS, EDUCA, DASHBOARD	1,112.00
Health Insurance PROG TOTAL						1,112.00

I have reviewed the preceding payments in the total amount of **\$1,112.00**

Date:

Dept Head _____

Committee Chair _____

COMMITTEE REVIEW REPORT
WITH DESCRIPTION
FOR THE MONTH OF APRIL 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
21-2590-0000-64904	Sundry Expense					
		P2100926	04/22/2021	BARTEN AND ASSOCIATES LLC	COMMUNITY RELATIONS FEB 2021	7,950.00
					COVID-19 Purchases PROG TOTAL	7,950.00
21-2590-1000-64904	Sundry Expense					
		P2100836	04/15/2021	US BANK	COVID TESTING SITE FOOD	2,019.71
		P2100915	04/22/2021	PROFESSIONAL SERVICES GROUP IN	BTC COVID TESTING SITE PERSONA	2,829.12
					BTC Testing Site PROG TOTAL	4,848.83

I have reviewed the preceding payments in the total amount of \$12,798.83

Date:

Dept Head _____

Committee Chair _____

Rock County
REPORT OF PAYMENTS OVER \$10,000

04/29/2021

<u>PO Number</u>	<u>Department Name</u>	<u>Program Name</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount Paid</u>
	SR CIT PROG	Delivered Meals	BEST EVENTS	FEB SUPPLIES	300.75
P2001461	FACILITIES	HWY Bldg/Grounds	CORPORATE CONTRACTORS INC	CONSTRUCTION OF NEW DPW GARAGE	205,515.69
P2002105	INFORMATION TECH	IT Capital Proj	CORE BTS INC	THIRD ACCOUNT NUMBER	22,707.45
P2002108	FACILITIES	IT and 911	VENTURE ARCHITECTS LLC	COM CENTER ADDITION REMODELING	149,101.27
P2100043	SHERIFF	Corrections	ADVANCED CORRECTIONAL HEALTHCA	MAY MENTAL HEALTH	83,973.74
P2100049	NOT APPLICABLE	GENERAL FUND	UNITED STATES POSTAL SERVICE	REPLENISH POSTAGE	20,000.00
P2100053	SHERIFF	Corrections	BI INC	MARCH MONITORING	20,658.75
P2100074	SHERIFF	Corrections	ARAMARK CORRECTIONAL SERVICES	MARCH MEALS	42,850.81
P2100131	SHERIFF	Sheriff LES	KWIK TRIP EXTENDED NETWORK	CAR WASHES	20,029.60
P2100210	FACILITIES	HWY Bldg/Grounds	DIVERSIFIED BUILDING MAINTENAN	CLEANING	26,683.38
P2100261	FACILITIES	HCC Bldg Complex	DIVERSIFIED BUILDING MAINTENAN	MARCH JANITOR SERVICE HCC	11,900.00
P2100353	ROCK HAVEN	Contract Service	GENESIS REHABILITATION SERVICE	ST	31,218.61
P2100404	ROCK HAVEN	Administration	WISCONSIN DEPARTMENT OF HEALTH	PROVIDER TAX	21,760.00
P2100490	NOT APPLICABLE	GENERAL FUND	NATIONAL INSURANCE SERVICES OF	LONG TERM DISABILITY	22,421.20
P2100535	INFORMATION TECH	IT Cross Charges	FIDLAR COMPANIES	FIDLAR	21,471.10
P2100539	INFORMATION TECH	IT Cross Charges	US BANK	HSD COA RCSO COURTS	21,829.80
P2100753	SHERIFF	Sheriff LES	EWALD MOTORS OF OCONOMOWOC LLC	TRADE IN	25,029.50
P2100895	FACILITIES	HSD Building	AVI SYSTEMS INC	DISPLAYS AND MOUNTS	30,402.10
P2100947	ROCK HAVEN	Administration	MAXIM HEALTHCARE SERVICES INC	AGENCY STAFFING	37,321.85

Finance 5/13/2021 - over \$10,000

Rock County
REPORT OF PAYMENTS OVER \$10,000

04/29/2021

<u>PO Number</u>	<u>Department Name</u>	<u>Program Name</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount Paid</u>
P2100971	INFORMATION TECH	Information Tech	CITRIX SYSTEMS INC	CITRIX ADC VPX 1000 - STANDARD	33,533.15
P2100989	FACILITIES	Pinehurst Projec	VENTURE ARCHITECTS LLC	LES AND JAIL ENGINEERING	155,469.97
P2100993	INFORMATION TECH	IT Cross Charges	BAYCOM INC	2 YEAR EXTENDED WARRANTY	15,054.00
P2100996	Airport	Airport Maint	TSCHUDY CORP,THE	INSTALLATION OF GATE #1 OPERAT	27,750.00
P2101059	INFORMATION TECH	IT Cross Charges	WATCHGUARD VIDEO	SFW-MNT-EL4-ADD SOFTWARE	10,550.00
P2101071	INFORMATION TECH	Information Tech	EDCI	CITRIX VIRTUAL APPS AND DESKTO	27,000.00
P2101080	SHERIFF	Sheriff LES	EWALD MOTORS OF OCONOMOWOC LLC	#9 ACCIDENT REPLACEMENT	26,329.50
P2101091	SHERIFF	2019 JAG Grant	CITY OF JANESVILLE	2020 JAG GRANT	11,900.00
P2101152	INFORMATION TECH	Information Tech	CDW GOVERNMENT INC	MS EA ENTMOBANDSECE3GCC ADD TO	53,024.70
P2101171	SR CIT PROG	Delivered Meals	BEST EVENTS	1ST HALF OF FEB 21 HDM	57,683.06
P2101176	UW EXTENSION	UW-Extension	UNIVERSITY OF WISCONSIN EXTENS	AREA 19 PROFESSIONAL DEVELOPMEN	68,092.00

CLAIMS IN THE AMOUNT OF \$1,301,561.98 HAVE BEEN PAID FOR THE MONTH OF APRIL 2021

PLEASE CONTACT THE FINANCE DIRECTOR WITH ANY QUESTIONS:

SHERRY OJA

608-757-5534

SHERRY.OJA@CO.ROCK.WI.US

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Katherine Luster
INITIATED BY



Jennifer Thompson
DRAFTED BY

Human Service Board
SUBMITTED BY

April 21, 2021
DATE DRAFTED

**Amending the 2021 Human Services Department Budget
To Accept Additional ADRC Funding**

1 **WHEREAS**, the Wisconsin Department of Health Services (DHS) has provided additional funding for
2 Aging and Disability Resource Centers (ADRCs) in 2021; and,
3
4 **WHEREAS**, the Rock County ADRC has received \$28,082 in additional funds to be added to the 2021
5 budget; and
6
7 **WHEREAS**, the additional funding was provided to the ADRC of Rock County to advance equity and
8 support vaccination of people who are unable to leave their homes without assistance or accommodation;
9 and,
10
11 **WHEREAS**, the additional funding can be used to assist local providers, service organizations, clinics,
12 and others agencies to cover the costs associated with personnel, supplies, outreach materials-including
13 translation, transportation, etc. to reach as many people as possible; and,
14
15 **WHEREAS**, the ADRC of Rock County is reaching out to local partners and offering to financially
16 support their efforts; specifically, covering the cost of drivers, mileage, and incentives. Additionally, the
17 ADRC purchased a chest freezer for a local vaccination site to store vaccines; and,
18
19 **WHEREAS**, the additional funding is to be expended between March 1, 2021 – August 31, 2021.
20
21 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
22 this _____ day of _____, 2021, does hereby authorize the acceptance of the additional
23 ADRC Funding; and

24
25 **BE IT FURTHER RESOLVED**, that the Human Services Department budget for 2021 be amended as
26 follows:

	Budget	Increase	Amended
	<u>4/29/21</u>	<u>(Decrease)</u>	<u>Budget</u>
29 Account/Description			
30 <u>Source of Funds</u>			
31 36-3683-0000-42100	\$784,626	\$28,082	\$812,708
32 Federal Aid			
33			
34 <u>Use of Funds</u>			
35 36-3683-0000-64604			
36 Program Expense	\$20,000	\$28,082	\$48,082

Executive Summary

The Wisconsin Department of Health Services (DHS) has provided \$28,082 in additional funding to the Aging and Disability Resource Center (ADRC) of Rock County in 2021.

The ADRC was one of 38 counties to receive funding to assist in the equitable, efficient and safe distribution of vaccines to eligible individuals in Rock County. The ADRC of Rock County will be able to financially support and assist to remove barriers and promote acceptance of the COVID-19 vaccine through partnerships with local vaccine providers to reach as many people as possible. Focus of these funds is on individuals who meet a broad definition of 'homebound' and who meet the target groups served by the ADRC.

Most recently, the ADRC has partnered with the Council on Aging to support the cost of a van, drivers, and mileage to be able to provide free rides to vaccination appointments. The ADRC is also working with RSVP by covering the cost of mileage and incentives to volunteers who donate extra time to drive individuals to their vaccine appointments. Additional funds will be used to purchase a chest freezer to store vaccines at the Janesville Community Center where multiple vaccine clinics will be held in the Fourth Ward.

The ADRC continues to seek out partners to utilize these funds. All funds must be expended between March 1, 2021 through August 31, 2021.

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee
INITIATED BY



Diana Arneson, Security Officer
DRAFTED BY

Finance Committee
SUBMITTED BY

April 27, 2021
DATE DRAFTED

Authorizing Microsoft Exchange Server Online Migration Project

1 **WHEREAS**, the Rock County Information Technology Department (I.T.) is authorized to purchase
2 computer software on behalf of the County; and,

3
4 **WHEREAS**, the I.T. Department has chosen Microsoft Outlook as Rock County's email and
5 calendaring platform; and,

6
7 **WHEREAS**, Microsoft Outlook currently resides on a Microsoft Exchange 2013 server in the County's
8 infrastructure; and,

9
10 **WHEREAS**, Microsoft Exchange 2013 server software has reached end-of-life; and,

11
12 **WHEREAS**, the I. T. department, in an effort to better support a mobile Rock County workforce, is
13 preparing to migrate to Microsoft Exchange Online; and,

14
15 **WHEREAS**, the I. T. department has worked with CDW-G for the past several years to procure,
16 implement, migrate, and support the County's Microsoft environment; and,

17
18 **WHEREAS**, the I.T. department would like to engage the services of CDW-G to assist with the
19 migration from Microsoft Exchange 2013 to Microsoft Exchange Online.

20
21 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
22 assembled this _____ day of _____, 2021 that a Purchase Order for the Rock County
23 Microsoft Exchange O365 migration project be issued to CDW Government LLC at 200 N.
24 Milwaukee Ave. in Vernon Hills, IL 60061 for an amount not to exceed \$26,320.

25
26
27 Respectfully submitted,

28
29 **FINANCE COMMITTEE**

30
31 _____
32 Mary Mawhinney, Chair

33
34 _____
35 Wes Davis, Vice Chair

36
37 _____
38 Stephanie Aegerter

39
40 _____
41 Brent Fox

42
43 _____
44 Richard Bostwick

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), Wis. Stats.

s/Richard Greenlee

Richard Greenlee
Corporation Counsel

FISCAL NOTE:

This project was included in the 2021 budget and is being funded by IT fund balance.

/s/ Sherry Oja

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

EXECUTIVE SUMMARY

Information Technology Department Microsoft Exchange Server Online Migration Project

The Rock County Information Technology (I.T.) Department has built an email and calendaring system based on Microsoft Exchange servers and Microsoft Outlook software for many years. The current Exchange server environment is Microsoft Exchange 2013 which has reached end of life. This coupled with the need to support a mobile workforce due to COVID-19 and other changes in the County's infrastructure has led to an opportunity for the I.T. department to implement an upgrade to Microsoft Exchange Server online. Microsoft Exchange Server online will afford Rock County the ability to better interface with newer, more secure Microsoft solutions such as Mobile M365 and Microsoft Teams; as well as position the I.T. department to incorporate proactive solutions.



STATEMENT OF WORK

Project Name:	Rock County-2021-03-Microsoft O365 Migration	Seller Representative: Mike Sasada +1 (608) 298-1014 miksasa@cdw.com
Customer Name:	County of Rock (WI)	
CDW Affiliate:	CDW Government LLC	Solution Architect: Rob Todd
Date:	March 18, 2021	
Drafted by:	Gwendolyn Thomas	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and County of Rock (WI) (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at www.cdwg.com (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT DESCRIPTION

PROJECT SCOPE

Customer would like to transition from Exchange 2013 to Exchange online. The following outlines the project approach and estimated level of effort.

During the engagement, Seller will utilize our experience with Microsoft Exchange Online to make recommendations on how to best utilize the technology to meet your objectives. In addition, Seller will leverage the knowledge gained through previous deployments to avoid potential issues.

This engagement will:

- Develop a clear vision of the high-level solution goals and constraints.
- Unify the project team behind a common vision.
- Identify business and technical requirements for the Exchange Online implementation.
- Determine the appropriate end-state Exchange Online implementation.
- Define sequence of tasks required for successful implementation.
- Implement and pilot the solution in the production environment.
- Deploy the solution to the remainder of the organization.
- Provide one or more detailed documents created specifically for Customer.

APPROACH

Seller will utilize a phased approach to achieving the goals outlined above.

PROJECT KICK-OFF MEETING

Prior to the kick-off, Seller will provide Customer with a pre-engagement questionnaire. This document will be used to establish a working understanding of your current environment. Areas of focus include:

- Directory services infrastructure
- Network topology
- Overview of current environment
- User population and distribution
- Administrative practices and procedures (including change control)

If this documentation currently exists and Customer is willing to provide it to the Seller, this can be submitted instead of the questionnaire.

Seller will begin with a project kick-off meeting with your core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and the project schedule
- Knowledge transfer and review of your company and vision
- Review of this SOW
- Review of the pre-engagement questionnaire or equivalent and clarification of questions
- Review of design session goals
- Requirements definition
- Claiming Partner of Record (CPOR) process review

ESTABLISH CLAIMING PARTNER OF RECORD (CPOR)

For eligible workloads, Seller will provide Customer a CPOR Customer Guide that provides direction on where the Domain Name & Directory ID can be located. Domain Name & Directory ID will be provided back to Seller to associate Claiming Partner of Record (CPOR). CPOR enables Seller to help Customer optimize the use of Microsoft Online Services for desired business outcomes by providing Seller with access to usage and consumption data.

EXCHANGE ONLINE DESIGN AND PLANNING WORKSHOPS

Seller will work with the appropriate project team members and stakeholders from your company in a series of discussions regarding the current and end-state design of your infrastructure. Active participation and presence from key members of your staff is imperative during this time to ensure requirements are clearly defined and validated, and that the design is based upon those requirements.

PLANNING SESSION

The Planning Sessions are interactive meetings with key members of your organization including business and technical stakeholders as well as the project team. These discussions will focus on identification of business and technical requirements and assumptions. Seller will also provide a mapping of how those requirements can be met with Exchange Online. Any requirements which cannot be met will also be called out. Knowledge transfer during planning is a valuable Customer benefit and provides a foundation for successful operation of the solution after the project is closed. At the conclusion of this session the project team will have a clear understanding of how Exchange Online will be able to assist in meeting your business objectives.

- Current Environment review
 - Active Directory
 - Messaging Environment
 - Network
- Requirements Gathering and validation
 - Business requirements
 - Technical requirements

- Map requirements to Office 365 Service Descriptions
 - Office 365 Platform Service Description
 - Exchange Online Service Description
 - Exchange Online Archiving Service Description
 - Exchange Online Protection Service Description
- Identify requirements not met by Exchange Online and recommend potential alternatives

DESIGN SESSION

Based on the requirements identified in the Planning session, Seller will work with the project team to review the end-state Exchange design. During the design sessions, priority will be placed on quickly identifying the resources and system changes necessary for the production implementation. In some circumstances the items listed below may have been identified prior to the design session. Potential resources include:

- Server (physical or virtual) acquisition, installation and configuration
- Data storage
- Network devices such as load balancers or reverse proxies
- Additional required licenses
- Security (including Certificates, DNS, etc.)

Potential changes include:

- Storage configuration
- Active Directory remediation
- Active Directory schema changes
- Implementation of firewall and web proxy rules
- Software updates to current environment to support compatibility with the new version

Seller will make every effort to identify these resources and changes as early in the design process as feasible. In some cases, Customer may need several days or weeks to meet with responsible stakeholders, acquire the identified resources, or implement the necessary changes. This may affect the timeline for the production implementation.

- Core System Design
 - Directory Integration and Authentication
 1. Active Directory and Namespace Integration
 2. Directory Synchronization
 3. Supported authentication methods
 - Active Directory Federation Services
 - Password Sync
 - Pass-Thru Authentication
 - Modern Authentication
 4. External Customer support
 5. Public Key Infrastructure (PKI)
 6. Firewall requirements
 7. Server Requirements
 - Client Access Server Design
 1. Namespace Design
 2. Load Balancing
 3. Service Discovery
 4. Mobile Devices Support
 5. Legacy Customer protocols
 6. Mobile Device Management
 7. Server Requirements
 - Transport Design
 1. DNS and Namespace design
 2. Routing
 3. Accepted/Remote domains

4. Address Policies
 5. Encryption
 - TLS Encryption with external domains
 6. Server Requirements
- Hybrid Coexistence
 - Organization Configuration
 - Object Change Procedures
 - Gaps
 - Outlook GAL Interactions
 1. End Users changes/impact
 2. Distribution Lists
 - Modern Groups (aka Office 365 Groups)
 - DNS
 1. Autodiscover SCP
 2. Outlook on the Web (OWA)
 3. MAPI over HTTPS
 - Public Folders
 1. Naming Review & Remediation
 2. Disbursement
 3. Replica Layout
 4. Coexistence
 - Exchange Roles
 - Design
 - Migration to EXO
 - Mail Routing
 1. Mail forwarding/OOF
 2. Accepted/Remote Domains
 3. DLP Rules
 4. DNS Records
 5. Security
 - DKIM
 - DMARC
 - SPF
 - Security
 1. Shared Responsibilities/Cloud Principles
 2. Organization Configuration
 3. Secure Score
 4. MFA
 - Admin
 - User
 5. Least-Privilege model (RBAC)
 6. Mail Forwarding lockdown
 7. Mobility
 8. Auditing & Mailbox Logging
 - Governance
 1. Modern Groups
 2. Active vs. Inactive users
 3. Retention
 - Network
 1. Bandwidth Estimating
 2. DNS response
 3. URL and IP Whitelisting
 4. Connectivity
 5. Cloud Best Practices
 - Compliance and Archiving
 - Transport Rules, Disclaimers and Signatures

- Data Loss Prevention (DLP)
- Message Journaling
- Online Personal Archives
- Retention Tags and Policies
- Transitioning from managed folders
- Message Hygiene
- Message Encryption
- Licensing Requirements
 - Microsoft Licensing Requirements
 - Third- party Software Requirements
- Gap analysis

DEPLOYMENT PLANNING

During the Design sessions, the hardware, software and services required to implement the solution will have been identified. During this time tasks will be defined; resources will be assigned, and timelines will be created for the deployment of the solution.

It will be the responsibility of Customer to provide quotes or pricing for any of the identified resources if those resources are to be provided by a party other than Seller.

At the conclusion of this phase Customer will have a clear understanding of the costs that will be incurred to implement the solution as well as a timeline for the complete deployment.

- Project Plan
 - Work Items
 - Milestones & timeline
 - Resource Allocation Effort and Duration Estimates
 - Dependencies

Seller has the right to amend the Pilot and Deployment estimates based on the results of the Design session and Deployment Planning.

BUILD & PILOT

Seller will assist with the implementation and configuration of the Exchange Online transition infrastructure as specified in the sessions. Any testing requirements identified during the design or planning phases will be conducted at this time, prior to the production implementation.

DEPLOYMENT

Various tools will be used to gather validate and remediate the environment prior to deployment. These tools include, but are not limited to

- Office 365 Health, Readiness and Connectivity Checks
- Remote Connectivity Analyzer (RCA)
- IDFix ADSync Remediation tool

During this project a new Office 365 tenant will be established and the appropriate, Customer provided, licenses will be assigned to that tenant.

The current Azure Active Directory Connect will be utilized for this project. Seller will review the installation and provide configuration changes as required.

The existing Exchange Server 2013 infrastructure will be leveraged to support the coexistence between Exchange server on premises and Exchange Online. The Exchange Hybrid Deployment wizard will be used to configure the hybrid environment.

After the migration is complete Seller will deploy an Exchange 2016 server to support ongoing hybrid/management duties. This will require the following:

- A single server running the 64-bit version of Windows Server 2012 R2 or later version
- Active Directory at forest and domain functional level 2008 R2 or later

Seller will implement the Exchange configurations based on the previously established Design. Seller will provide guidance and recommendations for configuration changes to the existing environment, but the implementation of these configuration changes will be the responsibility of Customer.

A pilot group of users will be migrated to the new environment. This pilot period will be used to refine and validate the transition process and gather feedback on the impact to end users.

DEPLOYMENT

Seller will migrate up to 1500 mailboxes to Exchange online following the migration processes defined during this project.

Deployment activities consist of

- Define collections of mailboxes to be moved and associated timelines
- Mailbox moves to Exchange Online

Over the course of the deployment, application dependences on the legacy system will be identified. Seller will provide guidance and recommendations for the reconfiguration of these systems. Migration, reconfiguration and testing of these applications are not the responsibility of the Seller.

At the conclusion of the deployment, when all dependencies on the legacy Exchange environment have been removed, Seller will assist in the decommissioning of (3) Exchange 2013 servers.

PROJECT CLOSURE AND NEXT STEPS

At the project's conclusion, a closure meeting will be held with Customer and Seller (Delivery and Pre-Sales resources) to verify that all business and technical requirements have been satisfied. If, during the engagement, next steps or recommendations have been discovered by Seller those options will be presented to Customer for future action.

PROJECT ASSUMPTIONS

1. The internal/corporate network utilizes a single, continuous, fully routable private address space. Internal Customers have direct access to internal servers. Internal systems are not directly accessible from public networks. External Customers must establish connections to secure intermediary device which will proxy or route connections to internal resources on Customers' behalf (VPN, terminal server, reverse proxy, etc.).
2. The configuration and management of all systems which will be involved in the project are under the control of your organization, either directly or through a third-party. The Seller may request configuration changes to these devices and Customer will implement these changes pending established change control procedures.
3. All hardware and software that will be implemented as part of this project or that will be configured during the course of this project is covered under a vendor approved support contract.
4. The Exchange Organization is in Native Mode
5. If installing Exchange 2016, Active Directory forest and domain functional level must be 2008 R2 or above.
6. For hybrid deployments, all on-premises Exchange data to be migrated to Exchange Online conforms to the following limits:
 - No mailbox folder contains more than 10,000 subfolders
 - No mailbox folder contains more than one million items
 - No mailbox folder hierarchy is more than 300 folders deep
 - There are no more than 500,000 public folders
 - No public folder contains more than 10,000 subfolders

- No single mailbox item is greater than 150 MB
 - No single mailbox item has more than 250 attachments
 - No attachment is greater than 150 MB
7. Mailbox migrations up to 1500
 8. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.

CUSTOMER RESPONSIBILITIES

1. For eligible workloads surrounding Claiming Partner of Record (CPOR), Customer will provide Tenant Domain name and Directory ID to Seller prior to work beginning.
2. Communicate all material project matters to Seller's contact person.
3. Third-party application compatibility and support.
4. Provide at least one qualified technical person with system administration responsibilities.
5. Provide qualified personnel at your location (or any other location designated by you where services are to be provided) to support your existing equipment.
6. Provide other full-time, qualified, knowledgeable personnel who will perform your obligations under this SOW; make timely decisions necessary to move performance of the services forward; participate in this project to the extent reasonably requested by Seller; and reasonably assist Seller with its performance of the services.
7. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.
8. There are at least two Active Directory Global Catalog servers, located in the site where the system will be installed, running 2003 SP1 or later (if Exchange 2016 servers will be deployed, 2008 R2 or later). These servers currently average less than 50% processor utilization during peak times. The domain and forest functional levels are at least 2003 native (if Exchange 2016 servers will be deployed, 2008 R2 or later).
9. All servers (physical or virtual), server hosts and network devices (including but not limited to: gateways, load balancers, reverse proxies, session border controllers) to be utilized in the deployment will be procured, assembled, installed and configured with the base operating system and network configuration prior to Seller consultants beginning work on those systems.
10. All software media and corresponding licenses and/or product keys will be provided to Seller consultants prior to implementation.
11. All required certificates will be procured prior to implementation and will be provided to the Seller consultant(s) or will be installed by your staff under the supervision of the Seller consultant(s).
12. If the solution drives configuration changes and/or upgrades to other systems in the environment, including but not limited to backup software, VDI, anti-spam/antivirus, archiving/journaling, security/firewall, PBXs, and/or other gateway products, these changes and the associated costs are not the responsibility of Seller.
13. Seller consultants will provide guidance on Customer (Outlook, mobile devices, multi-function printers, etc.) configuration, but will not be responsible for the installation of software or configuration of Customer devices.
14. Customer will assign CDW as their Claiming Partner of Record (CPOR) prior to engagement closure.

OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Formal Training
2. Process and/or Build Documentation
3. Network assessment or remediation
4. Migration of applications from the legacy system

5. Migration of archive data and any data outside the legacy system
6. Recovery of a tenant environment after expiration of trial periods and/or licenses
7. Active Directory Federation Services Design or Implementation
8. Multi-factor authentication
9. Workloads of Office 365 or Azure other than Exchange Online, including but not limited to:
 - Office
 - Skype for Business
 - SharePoint
 - Yammer
 - OneDrive
 - Enterprise Mobility and Security
10. Third party applications, e.g. fax server or voicemail system integration
11. Level/Tier 1 end-user support during deployment
12. Session Border Controllers (SBC)
13. Exchange Unified Messaging
14. Public Folder migration
15. PST file migration

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Exchange Online Planning and Design Document	Document that defines the business and technical requirements and how the new solution will meet these requirements. It will also provide a detailed list of the resources that will be required to implement the new solution.	PDF with architecture diagram
Implementation Plan	Project plan detailing tasks, milestones, and timelines for implementation of and migration to the new solution.	Microsoft Project Document

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

Kickoff Meeting. Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

Project Schedule or Plan. A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

Status Meetings and Reports. Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

Change Management. When a change to a project occurs, the Seller's project change control process will be utilized.

Project Closure. Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

Project Management

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- • Acts as the main POC to customer, if requested

Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
 - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
 - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
 - External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$26,320.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 130 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s),

there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$205.00	108	\$22,140.00
Project Manager – Per Hour	\$190.00	22	\$4,180.00
Estimated Totals		130	\$26,320.00

EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

County of Rock (WI)

By: _____

By: _____

Name: Services Contracts Manager

Name: _____

Title: Services Contract Manager

Title: _____

Date: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.
Vernon Hills, IL 60061

Mailing Address:

3530 N COUNTY HWY F, PO BOX 920,
INFORMATION TECHNOLOGY
JANESVILLE, WI 53547

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
County IT Building	3530 N. County Hwy F, Janesville, WI 53545

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

The General Services Committee
INITIATED BY



Brent Sutherland- Director-
Facilities Management
DRAFTED BY

The General Services Committee
SUBMITTED BY

April 27, 2021
DATE DRAFTED

Awarding Contract for the Furniture Installation at the Dr. Daniel Hale Williams Rock County Resource Center and Amending the 2021 Facilities Management Budget

1 **WHEREAS**, the 2021 budget included \$2,000,000 for the open work stations, office desks, file drawers,
2 white boards and conference rooms tables and chairs, and;

3
4 **WHEREAS**, the cost for this furniture is \$2,671,687, and;

5
6 **WHEREAS**, the newly renovated building applied standard work space sizes therefore the current open
7 work stations were too large to reuse, and;

8
9 **WHEREAS**, Rock County bid out the furniture with Hendricksen being the winning bidder for Rock
10 County furniture supplier, and;

11
12 **WHEREAS**, Hendricksen was able to negotiate a Tier III pricing with OMNIA R191802, 4 & 11 for the
13 furniture needed in this new building which is a cost savings above the state contract pricing Contract # 505-
14 ENT-M2C Office furniture, and;

15
16 **WHEREAS**, a budget amendment will be required to cover the additional cost of \$ 671,687 and.

17
18 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled
19 this ____ day of _____, 2021 does hereby approve and authorize awarding a contract in the
20 amount of \$2,671,687.00 to Hendricksen of Brookfield WI, for the furniture and installation at Dr. Daniel
21 Hale Williams Rock County Resource Center.

22
23 **BE IT FURTHER RESOLVED**, that the Facilities Management 2021 budget be amended as follows:

<u>ACCOUNT/DESCRIPTION</u>	<u>BUDGET</u> <u>5/1/2021</u>	<u>INCREASE/</u> <u>(DECREASE)</u>	<u>AMENDED</u> <u>BUDGET</u>
<u>Source of Funds</u>			
18-1857-0000-47500 Prior Year Sales Taxes	\$174,000	\$671,687	\$845,687
<u>Use of Funds:</u>			
18-1857-0000-67200 Capital Improvements	\$30,209,071	\$671,687	\$30,880,758

Respectfully submitted,
GENERAL SERVICES COMMITTEE

FINANCE COMMITTEE ENDORSEMENT

Robert Potter, Chair

Reviewed and approved on a vote of _____

Tom Brien, Vice Chair

Mary Mawhinney, Chair

Brent Fox

Dave Homan

William Wilson

Awarding Contract for the Furniture Installation at the Dr. Daniel Hale Williams Rock County
Resource Center and Amending the 2021 Facilities Management Budget

Page 2

FISCAL NOTE:

This resolution authorizes the transfer of \$671,687 in prior year sales tax revenues to the Dr. Daniel Hale Williams Rock County Resource Center capital project. There is approximately \$3.3 million in prior year sales tax revenues available for appropriation.

/s/Sherry Oja

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats., requires the project to be let to the lowest responsible bidder. As an amendment to the adopted 2021 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

s/Richard Greenlee

Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

s/Josh Smith

Josh Smith
County Administrator

Rock County, Wisconsin
51 South Main Street
Janesville WI 53545



General Services
Facilities Management
Maintenance
(608) 757-5527

Executive Summary

Awarding Contract for the Furniture Installation at the Dr. Daniel Hale Williams Rock County Resource Center and Amending the 2021 Facilities Management Budget

This resolution is awarding the contract for the furniture installation at the new Dr. Daniel Hale Williams Rock County Resource Center. The furniture consists of the open work stations, office furniture, millwork, white boards, meeting/conference room tables and chairs.

Rock County bids out furniture suppliers. Hendricksen out of Brookfield WI is the winning bidder for Rock County furniture supplier. Hendricksen negotiated a Tier III pricing for this project with OMNIA, R19101, 4 & 11 who holds the state contract pricing for furniture contract # 505-ENT-M2C -Office furniture. The tier III provides a higher discount.

Funds in the amount of \$2,000,000 was the budgeted cost of the furniture for this project, however the costs came in \$671,687 over budget. This was due to the cost of raw material such as steel and foam increasing, manufacturers enacted tariffs, an increase in program space, added wing walls to improve privacy and added glass extensions to some partition walls to help reduce the spread of airborne droplets among staff.

Therefore the resolution includes a budget amendment. The existing furniture was inventoried for what could be reused. Due to the current age of the furniture, smaller work stations and offices, most of the existing will not be reused.



Quote

Quoted To:
ROCK COUNTY PURCHASING
 ROCK COUNTY COURTHOUSE
 51 S MAIN STREET
 JANESVILLE, WI 53545

Account Executive:
PAMELA J BEHREND
 P.BEHREND@HENRICKSEN.COM
 262.781.9090

Date: 4/26/2021
Quote # 21041031
 HHS SUMMARY INVOICE

Ship To:
ROCK COUNTY PURCHASING
 SUMMARY INVOICE
 1717 CENTER STREET
 JANESVILLE, WI 53547

Project Coordinator:
SUZANNE SHAW
 S.SHAW@HENRICKSEN.COM
 262.373.3206

3070 Gateway Road
 Brookfield, Wisconsin 53045

#	MFG	QTY	DESCRIPTION	UNIT	EXTENDED
1		1	BEHAVIORIAL HEALTH	\$836,818.88	\$836,818.88
2		1	TREATMENT COURT	\$44,552.99	\$44,552.99
3		1	PUBLIC CLINIC	\$180,034.23	\$180,034.23
4		1	EXECUTIVE ADMINISTRATION	\$42,947.20	\$42,947.20
5		1	ADMINISTRATION TO INCLUDE BEYOND WALLS	\$181,566.64	\$181,566.64
6		1	ADRC	\$117,833.19	\$117,833.19
7		1	ECONOMIC SUPPORT	\$179,143.01	\$179,143.01
8		1	JOB CENTER AGENCIES	\$281,706.32	\$281,706.32
9		1	JUSTICE POINT	\$34,820.41	\$34,820.41
10		1	AVER HEALTH	\$9,739.05	\$9,739.05
11		1	ANCILLARY PRODUCT	\$474,124.58	\$474,124.58
12		1	INSTALLATION SERVICES TO INCLUDE: RECEIVING AND DISTRIBUTION OF PRODUCT TO AREAS INSTALLATION OF ALL WORKSTATIONS, PRIVATE OFFICE, STORAGE, AND ANCILLARY FURNTURE FOR AGENCIES LISTED ABOVE.	\$288,400.00	\$288,400.00

Total: \$2,671,686.50

50% Down Payment Required Upon Order Placement

We appreciate the opportunity to be of service to your organization. Respectfully submitted by Henricksen.

Please sign below accepting Terms & Conditions authorizing Henricksen to proceed with order placement.

Signature: _____ Organization: _____ Date: _____

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Board of Health
INITIATED BY



Katrina Harwood
DRAFTED BY

Board of Health
SUBMITTED BY

April 26, 2021
DATE DRAFTED

**Accepting Additional Public Health Consolidated Contract Grant Funds and
Amending the 2021 Rock County Public Health Department Budget**

1 **WHEREAS**, residents of Rock County have continued to experience negative health impacts of the
2 COVID-19 pandemic; and,
3
4 **WHEREAS**, COVID-19 response activities such as case investigation, contact tracing, outbreak
5 investigation, testing, and vaccinations have continued to require additional workforce capacity; and,
6
7 **WHEREAS**, Rock County Public Health Department has been awarded a grant from the Wisconsin
8 Department of Health Services Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
9 program to enhance capacity; and,
10
11 **WHEREAS**, the Rock County Public Health Department will utilize the additional funding to enhance
12 ability to respond to the COVID-19 pandemic, which involves identifying people who have COVID-19;
13 conducting case investigations, contact tracing, and outbreak investigations; maintaining morbidity and
14 mortality surveillance; coordinating and providing counter measures (including vaccinations); and
15 working with healthcare systems to manage and monitor system capacity; and,
16
17 **WHEREAS**, the funding is for the time period of October 1, 2020 to December 31, 2022.
18
19 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
20 assembled this _____ day of _____, 2021 does hereby authorize the Rock County Public
21 Health Department to accept this additional funding in the amount of \$1,865,200 and amend the 2021
22 Rock County Public Health Department Budget as follows:

<u>Account/Description</u>	<u>Budget 2021</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Source of Funds</u>			
Federal Aid			
31-3206-0000-42100	\$0	\$1,865,200	\$1,865,200
<u>Use of Funds</u>			
Administration Expense			
31-3206-0000-63110	\$0	\$1,865,200	\$1,865,200

35

Respectfully submitted,

Board of Health

Supervisor Louis Peer, Chair

Supervisor Doug Wilde

Dr. Connie Winter, DDS, Vice Chair

Supervisor Danette Rynes

Dr. Kaitlyn Meyers, DVM, MPH

Debra Kolste

Dr. Vijaya Somaraju, MD, MPH, FACP

Supervisor Shirley Williams

Eric Gresens, R.PH

Finance Committee Endorsement

Reviewed and approved on a vote of _____

LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats. As an amendment to the adopted 2021 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

Mary Mawhinney, Chair Date

s/Richard Greenlee

Richard Greenlee
Corporation Counsel

FISCAL NOTE:

This resolution accepts and authorizes the expenditure of \$1,865,200 in federal funds to support the County's COVID response. No county matching funds are required.

/s/Sherry Oja

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

Executive Summary

The State of Wisconsin is providing additional funding to enhance local COVID-19 response activities. This funding will be used for increasing workforce capacity, and address the COVID-19 pandemic through vaccination, testing, laboratory capacity, infection control, and contact tracing.

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Board of Health
INITIATED BY



Katrina Harwood
DRAFTED BY

Board of Health
SUBMITTED BY

April 26, 2021
DATE DRAFTED

Accepting Additional Public Health Consolidated Contract Grant Funds and Amending the 2021 Rock County Public Health Department Budget

1 **WHEREAS**, HIV partner services provides a person living with HIV and their sexual and needle-
2 sharing partners an opportunity to meet with trained staff to discuss HIV risk reduction, notification of
3 partners, and referral needs; and,
4

5 **WHEREAS**, Rock County Public Health Department has been awarded a grant from the Wisconsin
6 Department of Health Services to deliver HIV partner services; and,
7

8 **WHEREAS**, this grant amendment will allow for Rock County Public Health Department to be
9 reimbursed for expenses associated with providing HIV partner services in Rock, Green, Lafayette, and
10 Walworth Counties; and,
11

12 **WHEREAS**, the funding is for the time period of October 1, 2020 to December 31, 2022.
13

14 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
15 assembled this _____ day of _____, 2021 does hereby authorize the Rock County Public
16 Health Department to accept this additional funding in the amount of \$9,000 and amend the 2021 Rock
17 County Public Health Department Budget as follows:
18

<u>Account/Description</u>	<u>Budget 2021</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Source of Funds</u>			
Federal Aid			
31-3022-0000-42100	\$4,000	\$9,000	\$13,000
<u>Use of Funds</u>			
Administration Expense			
31-3022-0000-63110	\$4,000	\$9,000	\$13,000

29
30

Accepting Additional Public Health Consolidated Contract Grant Funds and Amending the 2021 Rock County Public Health Department Budget
Page 2

Respectfully submitted,

Board of Health

Supervisor Louis Peer, Chair

Supervisor Doug Wilde

Dr. Connie Winter, DDS, Vice Chair

Supervisor Danette Rynes

Dr. Kaitlyn Meyers, DVM, MPH

Debra Kolste

Dr. Vijaya Somaraju, MD, MPH, FACP

Supervisor Shirley Williams

Eric Gresens, R.PH

Finance Committee Endorsement

Reviewed and approved on a vote of _____

LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats. As an amendment to the adopted 2021 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

s/Richard Greenlee

Richard Greenlee
Corporation Counsel

Mary Mawhinney, Chair

Date

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

FISCAL NOTE:

This resolution accepts and authorizes the expenditure of \$9,000 in additional federal aid for HIV partner services.

/s/Sherry Oja

Sherry Oja
Finance Director

Accepting Additional Public Health Consolidated Contract Grant Funds and Amending the 2021 Rock County Public Health Department Budget

Executive Summary

The State of Wisconsin is providing additional funding for HIV partner services. Partner services aim to reduce the risk of transmission of HIV and work to connect people with HIV to appropriate services. Rock County Public Health Department provides HIV partner services in Rock, Green, Lafayette, and Walworth Counties.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Land Conservation Comm.
INITIATED BY



Andrew M Baker
DRAFTED BY

Land Conservation Comm.
SUBMITTED BY

April 23, 2021
DATE DRAFTED

**AMENDING THE 2021 LAND CONSERVATION DEPARTMENT BUDGET
FARMERS ON THE ROCK PRODUCER LED WATERSHED GROUP ACCOUNT**

1 **WHEREAS**, the Land Conservation Department (LCD) has established a partnership with
2 Farmers on the Rock (FOTR) Producer Led Watershed Group via a Memorandum of
3 Understanding (MOU); and,
4

5 **WHEREAS**, the primary purpose of the MOU is to work collaboratively on a producer led water
6 quality protection project in the Lower Rock River watershed to achieve improved water quality;
7 and,
8

9 **WHEREAS**, the LCD has agreed to manage donations, contributions and other funding sources
10 acquired by FOTR; and,
11

12 **WHEREAS**, FOTR desires to utilize a portion of the funds that have been contributed to date;
13 and,
14

15 **WHEREAS**, the current budget does not include expense codes associated with the account to
16 allow the County to spend the fund as dictated by FOTR.
17

18 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
19 assembled this ____ day of _____, 2021, approves the creation of the Farmers on
20 the Rock Account and hereby amends the Land Conservation Department’s budget as follows:
21

<u>A/C DESCRIPTION</u>	<u>BUDGET AT 05/1/2021</u>	<u>INCREASE (DECREASE)</u>	<u>AMENDED BUDGET</u>
<u>Land Conservation</u>			
<u>Source of Funds:</u>			
62-6267-0000-46000			
Contributions	\$-0-	\$1,000	\$1,000
<u>Use of Funds:</u>			
62-6267-0000-63110			
Administrative Expense	\$ -0-	\$1,000	\$1,000

EXECUTIVE SUMMARY

The purpose of the Farmers on the Rock Producer Led Watershed Group (FOTR) is to reduce nitrate loading in groundwater and surface waters from agriculture in Rock County. Rock County Land Conservation Department, in partnership with the Rock County Public Health Department has identified numerous areas within the County of Rock where nitrate well tests results have shown an increasing trend of elevated nitrate levels above the Preventative Action Limit of 2mg/l and Enforcement Standard of 10mg/l. As a result of the observations and data collected, Rock County developed a Groundwater Nitrate Workgroup, composed of respected leaders from multi-agencies, agricultural producers, and agricultural industries, to provide assist with numerous objectives regarding upward trends of nitrates found in groundwater and well water. One objective was the establishment of a groundwater nitrate pilot project on the County Farm which includes the establishment of three observation wells and implementation of best management practices on the aforementioned farm. Another objective is the establishment of a producer led watershed effort to assist with the efforts of reducing nitrates entering the groundwater system. A third objective is to create partnerships with agencies and the agricultural community, to establish BMPs to reduce nitrate in groundwater, and to educate the community to launch the BMPs.

Via an existing MOU with FOTR, Rock County LCD has committed to contribute staff time and travel costs needed to assist FOTR in implementing conservation practices, managing funds, communication, planning and attending educational events and other resources. This resolution authorizes an amendment to the 2021 Budget to establish financial accounts on behalf of the FOTR. Any funds contributed to, or expended from, these accounts will be 100% collected and controlled by FOTR. There is no direct County contribution to these funds at this time.

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Board of Health
INITIATED BY



Matthew Wesson
DRAFTED BY

Board of Health
SUBMITTED BY

March 17, 2021
DATE DRAFTED

Accepting United States Food and Drug Administration (FDA) Training Grant and Amending the 2021 Rock County Public Health Department Budget

1 **WHEREAS**, there are approximately 48 million cases of foodborne illness annually in the United States
2 affecting 1 in 6 Americans each year, and the Rock County Public Health Department is responsible for
3 inspecting all food establishments within Rock County; and,
4

5 **WHEREAS**, Rock County Public Health Department was awarded a training grant from the United
6 States Food and Drug Administration (FDA) to send staff to training to assist in meeting the
7 requirements of the FDA Voluntary National Retail Food Regulatory Program Standards; and,
8

9 **WHEREAS**, this is an amendment of \$3,000, beginning January 1, 2021 and ending December 31,
10 2021; and,
11

12 **WHEREAS**, this grant amendment will provide training to Rock County Public Health Department staff
13 with the purpose of reducing foodborne illnesses in Rock County.
14

15 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
16 assembled this _____ day of _____, 2021 does hereby authorize the Rock County Public
17 Health Department to accept this this grant in the amount of \$3,000, and amend the 2021 Rock County
18 Public Health Department Budget as follows:
19

<u>Account/Description</u>	<u>Budget 01/01/2021</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Source of Funds</u>			
31-3114-0000-42100 Federal Aid	-0-	\$3,000	\$3,000
<u>Use of Funds</u>			
31-3114-0000-64200 Training Expense	-0-	\$3,000	\$3,000

Accepting United States Food and Drug Administration (FDA) Training Grant and
Amending the 2021 Rock County Public Health Department Budget
Page 2

Respectfully submitted,

BOARD OF HEALTH

Louis Peer, Chair

Dr. Connie Winter, DDS, Vice Chair

Supervisor Doug Wilde

Supervisor Shirley Williams

Eric Gresens, R.PH

Dr. Kaitlyn Meyers, DVM, MPH

Supervisor Danette Rynes

Dr. Vijaya Somaraju, MD, MPH, FACP

Debra Kolste

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of _____

Mary Mawhinney, Chair

Date

LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats. As an amendment to the adopted 2021 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

s/Bridget Laurent

Bridget Laurent
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/ Josh Smith

Josh Smith
County Administrator

FISCAL NOTE

This resolution accepts \$3,000 in federal training funds for the Health Department. No County funds are required.

/s/Sherry Oja

Sherry Oja
Finance Director

Executive Summary

While the American food supply is among the safest in the world, the Centers for Disease Control and Prevention (CDC) estimates that there are about 48 million cases of foodborne illness annually - the equivalent of sickening 1 in 6 Americans each year. And each year these illnesses result in an estimated 128,000 hospitalizations and 3,000 deaths. The Rock County Public Health Department (RCPHD) regulates and inspects approximately 900 food establishments annually in order to reduce the potential for foodborne illnesses in our community. FDA Voluntary National Retail Food Regulatory Program Standards have been developed to help ensure that local regulatory food programs conduct inspection and investigation activities in a uniform and comprehensive manner. RCPHD will be utilizing this FDA training grant to attend approved regional and national trainings relevant to food safety and the Standards. These trainings will allow staff to obtain knowledge and skills that will assist in meeting the Standards, as well as providing partner food establishment owners and operators with the latest information on food safety practices.

**Request Authorization for CoreBTS Professional Services
to implement Azure Accelerate at Rock County**

This statement of work authorizes the Rock County Information Technology (I.T.) department to engage CoreBTS, Inc. to provide the necessary professional services to facilitate the upgrade of the County's Microsoft environment to Microsoft Azure.

Microsoft Azure is a cloud computing service created by Microsoft for building, testing, deploying, and managing applications and services through Microsoft-managed data centers. As part of the I.T. department's strategic initiative to move to cloud-based solutions, the upgrade to Microsoft Azure will allow for the County to reduce capital costs, maximize the County's investment in Microsoft technologies, and improve the security posture of the County's computing environment.

As an initial step toward cloud computing, the IT Department has requested assistance from CoreBTS to perform an analysis of their existing IT infrastructure, applications, security, and operational procedures. Using the data gathered during this analysis, Core BTS, Inc. will plan Rock County's cloud adoption strategy taking advantage of cloud technologies and enhancements where appropriate to drive cost savings and long-term flexibility.

The total cost for this SOW is \$18,920 which provides four weeks of continuous work by CoreBTS staff to achieve the goals of this project. After completion of the work, Rock County I.T. will be in a better position to move forward with the Cloud Computing Strategic Initiative.

Azure Accelerate

Statement of Work

Prepared for
Rock County

Wednesday, April 14, 2021
Version 1.0

Prepared by
Core BTS, Inc.
<http://www.corebts.com>

Jesse Drugan
Director of Innovation
Jesse.Drugan@corebts.com



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This document is provided to Rock County ("Client") solely in support of a proposal for services ("Proposal") for the Azure Accelerate project ("Project").

This document contains proprietary information owned by Core BTS, Inc. ("Core BTS") and should be regarded as confidential. This document, any attachments and summaries, related information, and all copies of same remain the confidential property of Core BTS and shall be returned to Core BTS upon request.

These materials and the information contained herein are not to be duplicated or used, in whole or in part, for any purpose other than Client use to evaluate this Proposal.

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1 Project Scope

Rock County would like to take strategic action to minimize capital costs, reduce datacenter ownership, and maximize their investment in Microsoft technologies with a move to Microsoft Azure.

As an initial step in their cloud adoption, Rock County has requested assistance with an analysis of their existing IT infrastructure, applications, security, and operational procedures. Using the data gathered during this analysis, Core BTS, Inc. (“Core BTS”) will plan Rock County’s cloud adoption strategy taking advantage of cloud technologies and enhancements where appropriate to drive cost savings and long-term flexibility.

2 Project Work Estimate and Timeline

The overall project will require four (4) weeks of effort to perform the following:

Rock County - Azure Accelerate				
Azure Adoption	W1	W2	W3	W4
Discover and Plan				

Figure 1: Project Timeline Estimate

3 Operations Framework

Our Operations Framework leverages years of expertise to deliver reliable IT solutions and services to our clients. Our Operations Framework will assist Rock County by building an experience-based solution approach that not only provides technical guidance and best practices but also helps focus the project with meaningful relevance to the business and operational efficiency during delivery.

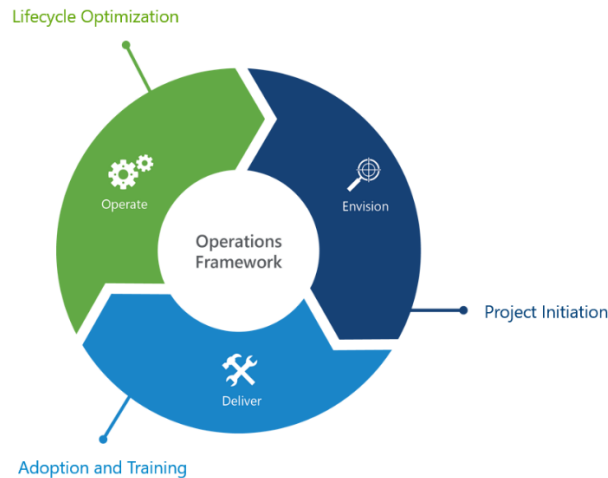


Figure 2: Operations Framework

3.1 Envision

Envision provides guidance on strategic and tactical methods to determine the overall alignment between IT and the business needs. This phase leverages high-level discovery or whiteboard sessions involving IT leaders from the client-side as well as line of business executives, stakeholders, and solution leaders. These sessions delve into the client's technical needs along with strategic discussions to ensure all facets of the project have been reviewed and considered. These whiteboard sessions are led by our senior architects who have many years of experience in delivering complex solutions. These organic conversations help all stakeholders understand the challenges in detail, and to come up with a technical solution.

In addition to the technical solution components, a focus of discussion also includes Adoption and Change Management ("ACM"). ACM for the client operations team and end users is an integral part of any solution, and no solution can be complete without it. To ensure this is covered during the whiteboard sessions, experts are brought in to discuss change management, end user training, communication methodologies, and high-level rollout plans to ensure alignment with the technical solution and business needs.

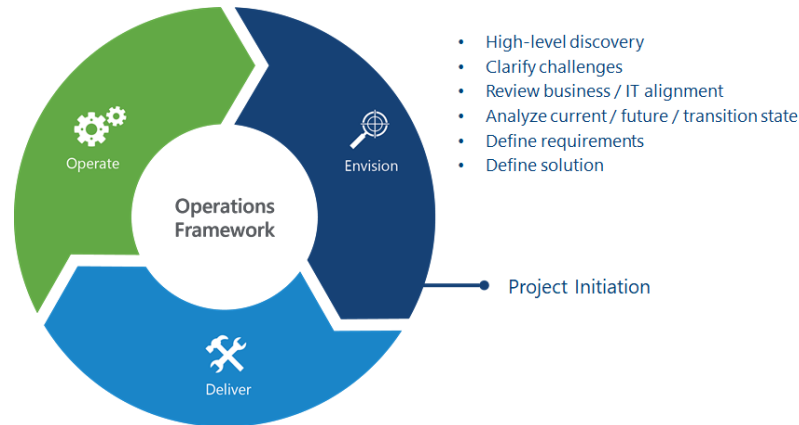


Figure 3: Operations Framework – Envision

3.2 Deliver

During Deliver, Core BTS leverages a strong project model with the following Deliver phases: Discover and Plan, Build, Stabilize, and Deploy. Additionally, Adoption and Training components are included throughout each of the phases.



Figure 4: Operations Framework – Deliver

Our SOW typically begins with this phase to indicate the solutions we intend to deliver for the client based on their business objectives and goals. The project is considered complete at the end of the Deploy phase.

3.2.1 Discover and Plan

The project efforts will initiate with a comprehensive set of workshops and discovery sessions designed to establish the structure of the project team, discover the core business and technical requirements of the project, and distill a conceptual solution set and design that will provide the preliminary focus for the project. The discovery during this phase is detailed and thorough, with deeper dive under the hood for a complete understanding of the current environment. This phase of the project will ultimately transform the disconnected pieces of the project into a comprehensive, integrated program.

The Discover and Plan phase is focused on getting the holistic view of the current environment and driving the evolution of the conceptual design to a more concrete and precise functional design – including the technical components and discrete logistics (work plans, cost estimates, and schedules) required to optimize the platform.

Our project and engagement managers will work hand-in-hand with the technical team to lay out a project plan based on the discovery findings. This plan is reviewed with the client team to make sure that the path aligns with the client's organizational vision.

The evaluation of operational readiness for resources will occur during this phase to include sessions with the key stakeholders to assess preparedness, determine gaps, and plan for successful implementation.

3.2.2 Build

The Build phase involves architecting the solution based on information uncovered in the Discovery and Plan phase. Our architects create a design that encompasses the future state of the environment and various agreed upon configuration items. Alignment in this phase is critical for future deployment success.

The primary purpose of the Build phase is to optimize the conceptual design into fully engineered and automated solutions, where possible, to create the most efficient and effective deployment methods. All key elements of the technical solution stack and deployment processes are carefully engineered and validated in this phase.

Our project and readiness managers will work with the technical team and the client teams to create the communications and transitional material necessary for effective solution deployment. Additionally, operations teams are engaged to validate readiness for the start of the Stabilize phase.

3.2.3 Stabilize

Upon successful completion of the functional and technical testing of the new process, procedures, utilities, and applications, the environment will be ready for a production pilot, or the Stabilize phase. The production pilot will solidify the process and procedures prior to the enterprise deployment.

Proper testing typically involves validating user experience during the transition and ensuring alignment of communication and transitional materials. Next, validating the process is effective and all the inter-dependencies are addressed, concluding with velocity testing to ensure the deploy plan is supportable by the operations teams.

3.2.4 Deploy

The final phase of the project, the Deploy phase, will commence after the validated process, procedures, utilities, and applications have been released to production and baseline performance expectations have been verified. All new processes and procedures will be positioned to support users with minimal impact to the business. Any governance or operational challenges the organization may encounter as part of their on-going support of the implemented solution will be discussed throughout this phase.

The Deploy phase also involves providing the admin training to the Client technical team members so that the team is empowered to take on administrative aspects of the solution after the current project is completed. The training is a very important component of the project that gives the client technical team the knowledge on the tools and the expertise needed for them to manage.

This phase concludes with a project closeout meeting with key stakeholders to obtain final approval.

3.3 Operate

Operate typically includes performing incident and problem management for all our implemented solutions. Depending on the defined support terms in the Operate phase of this SOW, we will also monitor and maintain the implemented technologies associated with this project, ensuring ongoing success of the solution.

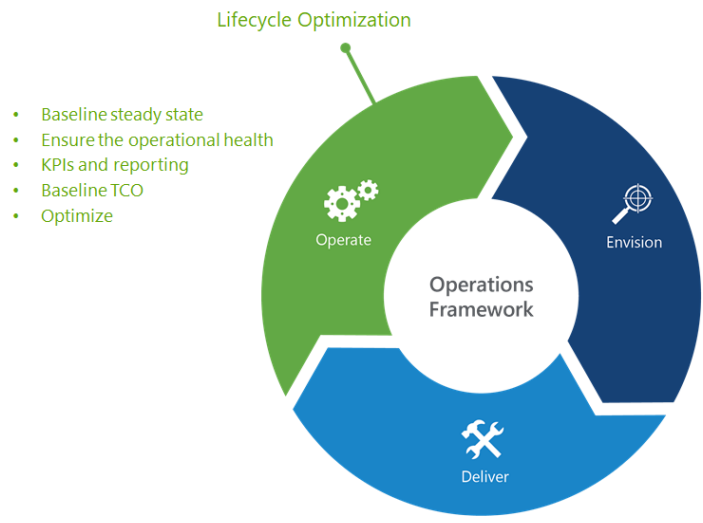


Figure 5: Operations Framework – Operate

Additionally, our managed services team assists in evaluating the total cost of ownership to uncover improvement opportunities and facilitate roadmap planning for operational efficiency.

4 Deliver

During Deliver, Core BTS will provide consultants to deliver best practice, technical guidance, and execution for the implemented technologies and solutions described in this section.

4.1 Workstream

4.1.1 Discover and Plan Phase

The Discover and Plan phase of this workstream will establish the foundation for the remainder of the project. This phase will solidify the plan for the remaining efforts and bring together the various aspects of this workstream into a cohesive vision and solution.

High-level tasks that may be performed during this phase for this workstream include:

- Review analysis and assessment approach
- Conduct strategy alignment workshops
- Setup environment analysis tool
- Collect environment data
- Review application inventory
- Complete RFI documents
- Review environment data and conduct workshops
- Assess and classify workloads
- Prioritize workloads
- Review Microsoft license entitlements
- Prepare financial cost model
- Create IT environment summary
- Develop executive summary roadmap, cost models, and migration strategies
- Create landing zone target state architecture
- Present Cloud Adoption Planning findings and recommendations

Deliverables

This phase will be complete when Core BTS has completed all objectives and documents listed below and they have been reviewed with the Rock County Program Manager.

Phase Objectives

- An analysis of Rock County's environment and preparation of findings
- Creation of the architecture required for the future deployment of the Azure Landing Zone

Phase Documents

#	Document Name	Revision	Document Content
1	Cloud Roadmap	Final	<ul style="list-style-type: none"> • Environment summary • Cloud-ready workloads • Environment recommendations

#	Document Name	Revision	Document Content
2	Financial Assessment	Final	<ul style="list-style-type: none"> • On-Premises cost • As-is cost • Optimized cost • Hybrid Usage Benefit cost • Reserved Instances cost • License entitlements • Potential savings
3	Target State Architecture	Final	<ul style="list-style-type: none"> • On-Premises Architecture • SaaS Architecture • PaaS Architecture • IaaS Architecture
4	Request for Information	Final	<ul style="list-style-type: none"> • Inventory Information (CPU, Memory, Storage, etc.) • Azure Migration Metadata • Server and Application Complexity

Table 1: Workstream Discover and Plan Documents

4.1.2 Workstream Timeline

This workstream is projected to require four (4) weeks of effort to perform the following:

Rock County - Azure Accelerate				
Azure Adoption	W1	W2	W3	W4
Discover and Plan				
Conduct project kickoff				
Review analysis and assessment approach				
Conduct strategy alignment workshops				
Setup environment analysis tool				
Collect environment data				
Complete RFI documents				
Review environment data and conduct workshops				
Prioritize workloads				
Review Microsoft license entitlements				
Prepare financial cost model				
Create IT environment summary				
Develop executive summary roadmap, cost models, and migration strategies				
Create target state architecture				
Present Cloud Adoption Planning findings and recommendations				

Figure 6: Workstream Timeline

5 Project Assumptions and Out of Scope

5.1 General Assumptions

The project timeline, resource plan, and pricing are based on a continuous work effort from project kickoff to completion. Unexpected project delays or incorrect project assumptions may require a Project Change Request ("PCR") to realign the scope of the project.

Project assumptions include, but are not limited to, the following statements for this project:

1. Environment collection tool will run for a minimum of two weeks.
2. Core BTS will analyze up to 180 servers during the analysis and planning phase
3. For Azure consumption cost models, all server workloads are considered "cloud-ready". Data classification, compliance-related considerations are not part of the analysis. Workload exceptions will be based on OS and/or significant performance characteristics.
4. Existing Microsoft software agreements and entitlement information will be made available as required.
5. Azure resource consumption ("ARC") costs are based on matching VM instance size availability per region (like-for-like capacity matching). The optimized cloud consumption cost model is based on availability of ARC data for each server asset.
6. All hardware, software, and cloud services required for the project will be the financial responsibility of Rock County.
7. Any needed license quantities and recommendations may change based on analysis of the environment during the Discover and Plan phase. Rock County is responsible for providing sufficient licensing and / or subscription(s) prior to the Build phase, and all licensing required prior to the Stabilize phase.
8. Any third-party support costs which include but are not limited to Microsoft tickets, contracts, or other means of support will be the financial responsibility of Rock County.
9. Rock County will provide all available technical schemas and documentation, equipment inventories and configurations, drawings and diagrams, and vendor information, or will provide accurate understanding and knowledge of the same related to all areas and technologies being assessed, reviewed, planned, or designed within scope.
10. Rock County will permit full unattended admin access with the necessary account privileges to resources for all technologies within scope. If remote unattended access cannot be provided, the budget estimate for the project may increase by 20%.
11. Rock County will allow or supply physical access to all computers, communications, and servers within scope.
12. Work could include on-site and off-site activity by Core BTS resources to ensure project tasks are completed in a timely manner.
13. Normal business hours are 8 AM to 5 PM Monday through Friday.
14. Knowledgeable Rock County resources will be made available to this project and will help meet the timelines as identified in the project plan. If meetings are not attended by Rock County and if advanced notification is not given (4 hours minimum in advance), then the cancelled meetings will be deducted against the project's billable hours since resources were reserved for that time.
15. To help minimize resource requirements on the part of Rock County, more detailed requirements for permissions, access, and workspace will be made available prior to starting the project. Administrative credentials, access, and permissions for all Core

BTS project members must be completed the first week of the Discover and Plan phase.

16. Rock County is responsible for communicating the project plan and all timelines and goals to Rock County business units or facilities, as appropriate.
 - a. Core BTS will use generally accepted project management techniques and processes throughout this project.
17. Informal knowledge transfer will be provided throughout the project. Informal knowledge transfer is defined as informal activities provided as your administrators, or contractors, are working side-by-side with Core BTS during the project. No formal training materials will be developed or delivered as part of informal knowledge transfer.

5.2 Out of Scope

All work that is “out of scope” will be addressed by Core BTS and the Rock County Project Sponsor to clarify the issue and negotiate feasibility, impact, and cost. Should “out of scope” work be identified, formal written approval via a PCR from Rock County is required prior to commencing any such work.

Deficiencies of any kind within the current environment discovered because of the project will not be remedied within the scope of this project. Quick win action items will be identified, if possible.

This project will focus on the scope as noted above. All other areas are not within the scope of this project. These include, but are not limited to:

- Deployment of any resources beyond those required to complete the assessment
- Migration of any applications and / or data to Azure
- Ongoing deployments of any technology beyond the final week of the engagement
- Remediation or roadmaps of existing infrastructure for subsequent strategic initiatives
- Support or remediation services for technologies not implemented by Core BTS

If further services are necessary outside of the boundaries of this scope, a PCR or an additional SOW will be provided.

6 Roles and Responsibilities

6.1 Delivery Team: Roles and Responsibilities

Core BTS will provide the core resources required to plan and execute this project and ask that Rock County provide the complementary resources required to assist in the planning and execution of this project. Core BTS will require access to several subject matter experts and managed services staff to complete this engagement.

The Core BTS engagement model facilitates deep knowledge sharing and collaboration by working hand in hand with Rock County technical resources on all architecture and design aspects of the project. This style of engagement will strengthen Rock County's ability to support and operate the future migration and deployment upon completion of the engagement.

6.1.1 Responsibilities of Core BTS

- Provide experienced consultants for the engagement
- Mentor and cross-train Rock County IT staff, where appropriate
- Provide status reports on the progress of the engagement
- Return all documentation, hardware, software, and other materials to Rock County at the completion of the project

6.1.2 Responsibilities of Rock County

Core BTS's approach and estimate are based upon the following responsibilities and assumptions. Changes to these responsibilities and assumptions may require changes to Core BTS's approach, scope and / or estimate. Core BTS project management will notify Rock County as soon as they are aware of any changes to these responsibilities and assumptions, including potential implications. Rock County is responsible for:

- Designate Rock County project sponsor, who will provide overall project direction, guidance, and high-level scope boundaries, as well as attend project kickoff and management checkpoint meetings
- Designate Rock County primary contact and / or project manager, who will manage Rock County project team members and resources, including any client tasks as outlined in the project schedule
- Provide project team members and other resources that are necessary to adhere to the project timeline
- Coordinate with assigned Core BTS project lead to schedule Discovery Sessions, as required, to occur during the first week of the project
- Provide appropriate accounts and access for all resources prior to the start date of each workstream Discover and Plan phase, per the project schedule
- Provide Core BTS resources with all software licensing and / or hardware required
- Responsible for procuring, installing, hosting, testing, deploying, monitoring, and maintaining all associated hardware and third-party software, including patches or upgrades as required
- Submit change controls for all environments, as necessary, in a timely manner
- Participate in governance and operations workshops
- Participate in meetings to define strategy and architecture
- Participate in the design sessions
- Provide resources knowledgeable in current environment as necessary

- Define and validate business and technical requirements, including license and hardware requirements
- Ensure timely response to functional and technical considerations
- Validate functionality and user experience meet expectations
- Provide consolidated feedback to the deliverables in the timeframe as defined below
- Participate in project status and closeout meetings

7 Management Processes and Procedures

7.1 Issue Management Procedure

During the project there may be issues that arise and that need to be resolved. Issue resolution will be handled using the following process:

- Identify the Issue – Detail in writing the current issue and update to the issue log
- Communicate the Issue – Communicate the issue to the Core BTS project team and Rock County project lead within two business days, and include the issue in the status report
- Assign Responsibility for the Issue – Assign the issue to an individual(s) with a due date; if the issue is not resolved within five business days, they shall escalate it to the Core BTS Practice Director and a member of the Rock County executive team
- Monitor the Issue – Monitor the issue in the status report and weekly status meetings
- Communicate the Issue Resolution – Formally communicate the resolution of the issue to the project management team and record the resolution in the issue log

7.2 Change Management Procedure

Changes to project scope, incorrect assumptions, or missing prerequisites may affect cost, resources, or scheduling. Other circumstances may arise beyond Core BTS's control that may cause it to be unable to accomplish the project objectives as defined within this SOW.

Any such modification shall be memorialized in a mutually executed PCR that details material changes to staff requirements, deliverables, fees, and milestones, as applicable.

The following process will be used to manage changes to this project:

1. A formal change request is submitted to Core BTS
2. Core BTS will review the change request and perform a high-level assessment. The high-level assessment includes business, technical, and engagement impacts to the schedule, budget, and resources
3. The results of the assessment are presented to the Rock County Program Manager
4. The Rock County Program Manager approves, rejects, or defers the change
5. Core BTS will provide a PCR based on the approved changes and submit it to the client for review and acceptance.

7.3 Final Deliverable Acceptance Process

Final engagement deliverables will be submitted to the Rock County Program Manager and other officials that Rock County requests.

1. Submission of deliverables
2. Assessment of deliverables
3. Acceptance / rejection
4. Correction of deliverables, if applicable
5. Monitoring and reporting

7.3.1 Submission of Deliverables

Core BTS will prepare written deliverables for submission to the Rock County Program Manager. Core BTS will be responsible for managing client acceptance of the deliverables,

which will include notification via email. Deliverables will be deemed accepted upon receipt of email confirmation from the Rock County Program Manager or after five (5) business days from the request.

7.3.2 Assessment of Deliverables

The Rock County Program Manager will determine whether the deliverable meets the requirements as defined in this Statement of Work and that the deliverable is complete. Additional out of scope work on, or changes to, an accepted deliverable requested by Rock County will be considered out of the scope of the project and will be managed through the agreed upon change control process (please see 7.2 above).

7.3.3 Acceptance / Rejection

After reviewing the deliverable, Rock County will either accept the deliverable or provide written reason(s) for rejection. Notification can be submitted via email communication.

7.3.4 Correction of Final Deliverables

Core BTS will correct in-scope problems found with the final deliverable and will address the correction of out-of-scope changes according to the agreed upon change control procedures (please see above). Core BTS will submit a schedule for making changes to the deliverable within two (2) business days of receiving rejection via email. Core BTS will correct issues and in-scope problems at the expense of Core BTS. Changes beyond the project scope may require a PCR.

7.3.5 Monitoring and Reporting

The Core BTS team will track deliverable acceptance. Updates on deliverable acceptance will be a part of the weekly status report and discussed in the weekly status meeting. Deliverable acceptance issues that cannot be resolved will be elevated to the project management committee (please see 7.1 above).

7.4 Project Completion

Core BTS will have fulfilled its obligations for the Services described in this SOW when any one of the following first occurs:

- Core BTS completes the scope as described in this SOW, including all defined objectives and deliverables
- Services are terminated in accordance with the provisions of the Terms and Conditions in section 10 below

7.5 Project Pause

Should the project come to a PAUSE for reasons unrelated to Core BTS, Core BTS may terminate the project and request full fees associated with the current phase as related to the percentage of work completed as deemed by Core BTS. A PAUSE is defined as a stoppage of work and / or communication over a two (2) week period.

Any delays in the project schedule which are not under the control of Core BTS, including, but not limited to, delays in approvals, procurement, or staff availability, may require an adjustment of fees and expenses and / or scheduling estimates for project completion. If there are any delays caused by Rock County that go beyond two (2) weeks, then Core BTS cannot guarantee the availability of the team members originally assigned to the project. If

new resources are required when the project resumes, then the Rock County is accountable for the costs associated for providing knowledge transfer between the original team and the new team.

8 Project Investment

8.1 Investment Summary

NOTE:

Pricing is based on Core BTS (MPN ID #947811) being recorded as the Partner of Record for all associated Microsoft Azure and Office 365 subscriptions. When applicable, Core BTS will require a DPOR association be created in the client tenant. Core BTS will also be associated as the FastTrack Partner for all M365 workloads.

When applicable, Core BTS will require a CPOR association for all Microsoft workloads. The client agrees to provide all necessary information to create this association, including Tenant ID and Cloud tenant domain (.onmicrosoft.com). Upon CPOR registration, the client will receive an email that provides an option to "Opt-out" if the association is incorrect. The only requirement is that the claim is validated and that no additional action is taken.

For PAL registration, the client agrees to use the Azure portal, PowerShell, or the Azure CLI to link to the Core BTS Microsoft Partner Network ID (MPN ID #947811) to the client ID or service principal. Core BTS will be linked the partner ID in each client tenant.

This project will take up to four weeks, with a continuous work effort, and with an investment as detailed below:

Component Pricing	
Professional Services	\$18,920
Total Fixed Price	\$18,920

Table 2: Investment Summary

8.2 Invoice Schedule

Rock County will be invoiced in one (1) installment for services performed by Core BTS for this engagement:

Invoice #	Invoice Milestone	Invoice Amount
1	<i>Upon Completion of Discover and Plan Phase</i>	\$18,920
	Total Fixed Price	\$18,920

Table 3: Invoice Schedule

8.3 Travel and Expenses

Travel time and expenses are not included in the estimate provided above. Travel expenses will be billed to Rock County on a pass-through basis and may include:

- Mileage and parking – at cost
- Meals – at cost
- Lodging – at cost

Such travel expenses shall adhere to the mutually agreed upon Rock County and Core BTS Travel and Expense (“T&E”) policies during the project. Any expenses to be paid by Rock County shall be duly documented with the corresponding invoices.

If the project is to be delivered remotely, Core BTS shall bear all its own expenses incurred in connection with the Professional Services performed under this SOW.

8.4 Proposal Expiration

This proposal expires within 30 days or our written revocation of the proposal prior to 30 days. Please send signed documents to your Account Manager via email.

9 Proposal Acceptance

To proceed with the work as defined by this proposal, all parties must sign below acknowledging that they have read the entire document and agree to all terms as laid out within.

Core BTS, Inc.	Rock County
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

9.1 Invoicing Contact

Rock County

Attention:	
PO Number:	
Address:	
City / State / Zip:	
AP Email Address:	

10 Terms and Conditions

1. Payment Terms. Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid. We shall have a purchase money security interest in the products delivered by us to secure payment of the purchase price and any installation charges until they are paid in full by you. If invoice is not paid by you after 60 days, you authorize us to file all documents (including UCC financing statements) deemed necessary by us to protect and maintain our security interests.
2. Independent Contractor; Taxes. We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify, and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. No Hiring. For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).
4. Warranty.
 - A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
 - B. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. Our Indemnity. We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in

performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.

6. Limitations of Liability. WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. With the exception of indemnification for intellectual property infringement, your right to recover Damages from us in aggregate of all claims is limited to the amounts paid to us by you in the preceding twelve (12) months. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.
7. Your Covenants. You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
8. Requests for Changes. No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
9. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.
10. Termination of Agreement. Either party may terminate our engagement at any time upon 30 days prior written notice. **Cancellation of any licensing or services with a fixed term or indicated as non-cancellable shall incur a termination fee equal to 100% of the cost of the remainder of the term, payable to us in full upon the effective termination date.**
11. Entire Agreement; Amendment. These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations, or agreements other than those set forth herein.
12. Assignment. You may not assign any of the rights or obligations hereunder without our prior written consent.
13. Notices. Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and

postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.

14. Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of Delaware.
15. Force Majeure. Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
16. Waiver; Severability. Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.