



MINUTES

Public Services

October 9, 2018

1:30 p.m.

Annex Conference Room

First Floor, Marinette County Courthouse

MEMBERS PRESENT: Supervisors Joshua Anderson, Glenn Broderick, Ginger Deschane, Chris Gromala, Ken Keller, and George Kloppenburg

MEMBERS EXCUSED:

OTHERS PRESENT: County Clerk Kathy Brandt, County Administrator John Lefebvre, Corporation Counsel Gale Mattison, Sheriff Jerry Sauve, Chief Deputy Jim Hansen, Jail Administrator Bob Majewski, Communications Director Kirsten Burmeister, District Attorney DeShea Morrow, Child Support Director Sue Hinch, Bay Cities Radio, Eagle Herald and Peshtigo Times

1. Call to order

Chair Keller called the meeting to order at 1:30 p.m.

2. Agenda

Motion (Deschane/Kloppenburg) to approve agenda in modified order. Motion carried. No negative votes

3. Minutes

Motion (Gromala/Deschane) to approve minutes of September 4, 2018. Motion carried. No negative votes.

4. Public Comment - none

5. Correspondence - none

6. Reports of Outside Agencies and Others - none

7. Reports of Internal Staff

- Emergency Management
 - Program update – status of grant completions/reimbursements

- Fiscal 2019 began October 1st
- Federal government working on a continuing resolution due to no budget, we are operating under assumption of same revenue level
- August 2018 – Hazard Mitigation Planning Grant – steering committee will be meeting 10/17/18 to start updating the plan
- Weather - received 4 – 5 inches, anticipating an additional 2 – 3 inches through the weekend, no flooding issues
- April blizzard – Marinette County met the local per capita threshold, but statewide total fell short by about \$1.5 million, no reimbursement will be provided

- Office of the Sheriff
 - Signed reconciliation with Department of Corrections for reimburseable holds
 - Lt. Dagnitz attended ten day “Internet Crimes Against Children” training in Green Lake
 - Detective Dan Miller is anticipated to be elected Florence County Sheriff
 - Canines in training in Racine
 - Will be meeting with Highway Commissioner to discuss upcoming winter maintenance efforts
 - Old squad cars have been decommissioned, will be sold on the WI Surplus Auction pending Infrastructure Committee approval
 - Former Sheriff Joe Larson passing – donations received for Honor Guard uniforms
 - Jail Population – 130 this morning, will be meeting with the Judges to discuss options to lower the occupancy numbers, currently 6 on electronic monitoring, 13 on sober link, 14 on Huber

- Jail
 - High occupancy due to shortage of attorneys will to accept criminal cases, waiting on pre-sentencing reports, Public Defenders Office down one employee
 - A couple Correction Officers on extended leave, one employee accepted position in different county, hiring process will begin
 - Overtime Report – budget favorable by \$5,693.14 through September
 - Activity Report – Offense Records 261; Arrest Charges 37; Accident Records 37; Juvenile Charges 19 and Citation Records 274
 - Jail Population Data – 09/27/18 – Total 127

8. Sheriff’s Office Financial Report

Motion (Kloppenborg/Gromala) to approve budget amendment to increase \$38,691.83 revenue account 52120000-48401 and increase \$38,691.83 expenditure account 52120000-42468 for increased squad repairs needed from squad/deer crashes. Motion carried. No negative votes.

Committee reviewed August and September Schedule of Paid Invoices totaling \$297,300.45.

Motion (Deschane/Anderson) to approve October write-off of uncollectable accounts totaling \$7,289.95. Motion carried. No negative votes.

Motion (Gromala/Kloppenburger) to approve October write-off of, and turn over to the Finance Department for collections, accounts totaling \$19,311.52. Motion carried. No negative votes. Exhibit A

9. Agreement with Word Systems, Inc. and Marinette County 911 Dispatch

Motion (Deschane/Anderson) to approve Technical Services Agreement (annual maintenance of recording system) between Word Systems, Inc. and Marinette County 911 Dispatch, November 1, 2018 – December 31, 2019, cost \$4,895.00, pending Corporation Counsel's approval. Motion carried. Exhibit B

10. Agreement with Wrightline and Marinette County 911 Dispatch

Motion (Deschane/Kloppenburger) to recommend County Board approve entering into an agreement between Wrightline and Marinette County 911 Dispatch for purchase of console furniture for four portals, cost \$54,438.65, pending Corporation Counsel's approval. Motion carried.

11. Resolution – Support Legislation to Increase Child Support Funding

Motion (Gromala/Kloppenburger) to recommend County Board approve a resolution to support legislation to increase county child support funding. Motion carried. No negative votes. Exhibit C

12. Increase 2019 Jail Assessment Budget Acct to Fund Camera System

Motion (Deschane/Kloppenburger) to recommend Administrative Committee and County Board approve increasing the 2019 Jail Assessment budget account 52711000-53890 by \$169,320.00 to fund camera system modifications and upgrade which will include the replacement of outdated non-supported video data storage equipment. Motion carried. No negative votes.

Matching funding will be additional utility aids from the state as recently noticed.

13. Future Agenda Items

Acceptance of former Sheriff Joe Larson memorial funds for Honor Guard Uniforms
Approve Lock and Load Agreement

14. Adjournment

Motion (Gromala/Anderson) to adjourn at 2:12 p.m. Motion carried. No negative votes.

Next meeting date: November 6, 2018 – 1:30 p.m.

Kathy Brandt
County Clerk

Date approved/corrected:

Marinette County Sheriff's Office October 2018

**Uncollectable Accounts
under \$50 to be Written Off**

Alarms	\$ -
Civil Process	\$ -
Inmate Reimbursements	\$ -
Report Fees	\$ -
Total under \$50	\$ -

**Accounts to Write Off and
Turn Over to the Finance Department
for Collections**

Alarms	\$ -
Civil Process	\$ -
Inmate Reimbursements	\$ 19,311.52
Report Fees	\$ -
Total Sent to Finance Dept	\$ 19,311.52

**Payments Received from
Finance Systems Collection Agency**

Alarms	\$ -
Civil Process	\$ -
Inmate Reimbursements	\$ 352.45
Reports Fees	\$ -
Total from Collection Agency	\$ 352.45

**Uncollectable Accounts Returned from
Finance Systems Collection Agency
to be Written Off**

Alarms	\$ -
Civil Process	\$ -
Inmate Reimbursements	\$ 7,289.95
Report Fees	\$ -
Total Finance Systems Returns	\$ 7,289.95

**Payments Received from
Marinette County Finance Department**

Alarms	\$ -
Civil Process	\$ -
Inmate Reimbursements	\$ 10,446.84
Report Fees	\$ -
Total from Finance Dept	\$ 10,446.84

**Uncollectable Accounts
Other Reasons to be Written Off**

Alarms	\$ -
Civil Process	\$ -
Inmate Reimbursements	\$ -
Report Fees	\$ -
Total Other	\$ -

Total All **\$ 10,799.29**

Total All to Write Off	\$ 7,289.95
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Technical Services Agreement

This is a equipment sales, service, support, software sales, software upgrades, parts, and labor agreement (hereafter referred to as the "Agreement") between Word Systems, Inc. (hereafter referred to as "WSI") and the Customer Marinette County 911 Dispatch (hereafter referred to as "Customer"). The effective date of this Agreement is the later of the Start Date referenced below or the date that this Agreement is fully executed by WSI and Customer ("Effective Date"). The initial term of this Agreement shall be from the Effective Date, through the last day of the ___14___th full calendar month after the Effective Date (the "Term" or "Initial Term").

This Agreement is for the sale of for the items listed on Attachment A ("Sales Quote") (hereinafter such items collectively referred to as the "Equipment and Software" or the "System") and covers the service, support, training, periodic software upgrades, parts, and labor for the System during the entire Term of this Agreement. WSI shall install the Equipment and Software within ___n/a___ days after the later of the Effective Date or the date that WSI receives payment in full for the first year of the Term. After such installation, WSI agrees to support, maintain, and repair the Equipment and Software and provide periodic software updates/system releases (hereinafter referred to as the "Software Upgrades" or "Releases"), all included in the charges shown below. (A separate itemization of the costs for the System, as opposed to the costs for all service, support, training, upgrades, repairs, and maintenance for the System for the Term can be provided upon request.)

~~This Agreement's annualized price will be invoiced each year, one year in advance~~

Start Date: 11/1/18

Initial Term of Agreement: 14 Months – 11/1/18 to 12/31/19

Amount due for Initial Term: \$4,895.00

First Year's Total due Total on Start Date: n/a

Payment for the first year of the Term is due to WSI on or before the Start Date. Payment for each year thereafter is due to WSI on or before the first day of the subsequent 12-month period of the Term.

No refunds shall be given if Customer cancels or terminates this Agreement during the Term. The rates herein may be increased upon renewal and as otherwise set forth in this Agreement considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous Term. Payment in full is required on or before the first day of each Term.

ARTICLE I

TECHNICAL SERVICES

A. SERVICES WSI will provide to Customer support as follows:

- 1) Support for Software and Equipment purchased hereunder. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
- 2) Repairs will be performed and replacement parts will be furnished, if available, at no charge. The returned defective and/or worn parts replaced become the property of WSI. WSI reserves the right to replace or exchange any defective piece of equipment or accessory with another if WSI determines there is a need to do so, regardless of age or serial number.
- 3) Installation of equipment, or any software revisions to basic equipment, that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the equipment running. This does not include extra features and enhancements that are sold to increase performance or functionality.

- 4) Training will be performed remotely between 8 am and 5 pm, Monday through Friday, EST, excluding holidays, unless other arrangements have been agreed upon
- 5) Annual Health Check will be performed within 90 days of customer request. All systems covered under the agreement will be audited for proper hardware and software functionality and review for applicable updates. Critical system files will be backed up, and site documents updated. Audit will be performed remotely unless onsite is required.
- 6) Technical consultation to support design of expansion and upgrade planning.
- 7) Access to available knowledge resources i.e., technical documents, bulletins, webinars, user guides and User Group contact information.

B. CHARGES Additional Charges, if any, will be assessed per this Agreement as shown below:

- 1) WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment (30 days prior approval required). WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of our WSI Computer System. WSI will charge for installation of any system expansions. The Customer agrees not to load any software on our WSI computer without the prior written permission from WSI. WSI will charge for any installation of system expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- 2) Additional onsite training, beyond initial training provided with purchase, will be invoiced at WSI standard hourly rate.
- 3) WSI will charge for any parts or equipment that must be replaced due to cause other than normal wear and tear, or damages caused by accident, abuse, or for work done due to inadequate training or operator errors.
- 4) New additional equipment or software purchases will result in adjustment of technical services agreement charges. Customer will be invoiced for support premiums related to such additions. The invoice will be pro-rated to coincide with the remaining Term of this Agreement
- 5) WSI shall not have any obligations with respect to problems due to any modification of the equipment or software by anyone other than WSI, the improper combination of equipment or software with other products not provided by WSI, or the use of the software or equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.
- 6) WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.
- 7) WSI shall use commercially reasonable efforts to provide the agreed upon technical services. If an identical part or Equipment is not commercially reasonably available when there is a need for replacement, then WSI may use a compatible, alternate part or Equipment. However, should WSI determine that a part or certain equipment of Customer is not commercially reasonably available for repair or replacement of an identical or compatible, alternate part or equipment, due to its age, technology advances in conjunction with Customer's other equipment, services, or compatibility with Customer's systems, then Customer shall be required to purchase a replacement part or equipment in order for WSI to complete the technical services pursuant to this Agreement.

C. EXCLUSIONS WSI does not provide:

- 1) Electrical work, cabling, drilling or carpentry
- 2) Technical support of equipment not provided by WSI.
- 3) Loaner equipment. Consult account manager for spare/redundant systems.
- 4) Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's major software upgrade (N/A if Article three is included)
- 5) Support in resolving network, workstation, database, environmental or other errors not directly related to the software and equipment listed in this Agreement.
- 6) Technical support of systems that have non-standard configurations that have not been certified by 3rd party providers are specifically excluded from the Agreement unless otherwise agreed in writing by WSI and included in this Agreement.
- 7) Any hardware, software or systems supplied to the Customer by a third party, unless specifically included in this Agreement.
- 8) Management of anti-virus or other security applications (see WSI for approved 3rd party applications).

Warranty Exclusion: WSI is providing technical services in lieu of any warranties from manufacturer. To the fullest extent permitted by law, the services herein and the software and equipment are provided on an "as is" basis. WSI does not warrant that the Equipment and Software will operate uninterrupted or error free or that all defects will be corrected or that they will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. WSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE FOREGOING. WSI DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORTS, NON-INFRINGEMENT OR WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

ARTICLE II

GENERAL TERMS AND CONDITIONS

A. WSI RESERVES the right to modify or delete any term or condition of this Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid Technical Services Fees for the remainder of the Term.

B. LIABILITY DISCLAIMERS WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

Word Systems, Inc.

By: Tim Walker
 Print Name: Tim Walker
 Title: Account Manager
 Date: 9-6-18

To the fullest extent permitted by law:

- 1) WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this Agreement or the goods and services provided, even if advised in advance of the possibility
- 2) Except with respect to damages caused by WSI's willful misconduct and/or negligence, WSI's liability (including attorneys' fees) to customer or any third party arising out of or related to this Agreement and the goods and services provided shall, for any and all causes and claims, regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the price paid by Customer for the particular goods or services involved prior to such claim's accrual under which such damages arose.

C. CUSTOMER RESPONSIBILITY It is the responsibility of the Customer to have trained personnel operating the equipment who have basic PC knowledge. Additional training is available from WSI for an additional charge as new people are hired to run the Equipment. The Customer shall make the Equipment available to the service department representative as soon as a representative arrives on-site and agrees to allow the WSI technical services representative access to the Equipment, immediately upon arrival. Any delays will be charged for at our regularly published service rates. Access will be given to him/her for as long as it takes to repair and adequately test the Equipment.

D. FORCE MAJEURE If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of inclement weather, strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this section shall at no time operate to excuse Customer from any obligations for payment when due, and all amounts shall be paid by Customer to WSI when due.

~~**E. GOVERNING LAW; VENUE** This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Marion County, Indiana. Each party expressly agrees that Marion County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction of the Indiana courts.~~

F. SEVERABILITY In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

Customer

By: _____
 Print Name: _____
 Title: _____
 Date: _____

RESOLUTION No.

SUPPORT LEGISLATION TO INCREASE COUNTY CHILD SUPPORT FUNDING

WHEREAS: Marinette County administers the Child Support Enforcement Program on behalf of the State of Wisconsin, providing services to Marinette County residents including paternity establishment, obtaining child support and health insurance orders for children, and enforcing and modifying those orders; and

WHEREAS: Our children’s well-being, economic security and success in life are enhanced by parents who provide financial and emotional support; and

WHEREAS: Marinette County’s Child Support Agency provides services to both custodial and noncustodial parents; and

WHEREAS: Wisconsin’s Child Support Enforcement Program ranked 2nd in the nation for collecting current support in 2017 according Federal Performance Measures; and

WHEREAS: State funding for county child support services has not increased above the 2007 funding level while county agency costs have steadily increased due to growing caseloads, inflation and new federal regulations; and

WHEREAS: Wisconsin’s strong performance in child support is potentially at risk without additional state funding. Diminished performance would result in reduced federal funding to Wisconsin; and

WHEREAS: Decreased federal funding would lead to less funding for Marinette County’s child support agency. This could lead to reductions in child support enforcement staff and services and reduced child support collections; and

WHEREAS: New state investments in child support are amplified by a federal match. Every \$1 of state General Purpose Revenue (GPR) invested in the Child Support Program generates \$2 in federal matching funds.

NOW, THEREFORE, BE IT RESOLVED the Marinette County Board of Supervisors urges Wisconsin state legislators to enact legislation which would allow Wisconsin county governments to have input on the regulation that state funding for county child support agencies be increased by \$1.5 million General Purpose Revenue (GPR) in each fiscal year of the 2019-21 Wisconsin state budget, which will generate approximately \$3 million in additional federal funding each year.

IT IS FURTHER RESOLVED the County Clerk shall forward a copy of this resolution to Governor Scott Walker, State Representative John Nygren, State Senator Dave Hansen, US Senators Tammy Baldwin and Ron Johnson, and Congressman Mike Gallagher, and the Wisconsin Counties Association.

Approved this ___ day of _____ 2018 by a majority vote of a quorum of the Marinette County Board of Supervisors.

Mark Anderson, Chair

Kathy Brandt, County Clerk

Recommended: Public Service Committee _____