



# Finance/Personnel Committee

## Regular Meeting

335 South Broadway  
De Pere, WI 54115  
<https://www.deperewi.gov/>

### Agenda

**Tuesday, November 14, 2023**

**7:30 PM**

**Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **November 14, 2023 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

**The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:**

**Computer/smart phone accessing <https://www.gotomeet.me/DePere>**

**OR**

**You can also dial in using your phone.**  
United States (Toll Free): [1 866 899 4679](tel:18668994679)  
United States: [+1 \(312\) 757-3117](tel:+13127573117)  
**Access Code:** 154-883-285

***This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperecitywi.igmp2.com/>.***

#### Call to Order

1. Roll Call
2. Approval of the minutes from the October 10, 2023 Regular Meeting of the Finance Personnel Committee.
3. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance and Personnel Committee. §6-3(f) DPMC
4. Fire Department Overtime and LifeQuest Billing Services Report for October, 2023.
5. Consideration and Possible Action on the October 2023 Police Overtime Report.
6. Consideration and Possible Action on Brown County Fiber Trade Agreement.\*
7. Consideration and Possible Action on Local Public Health Infrastructure grant for the Health Department.\*
8. Consideration and Possible Action on Johnson Controls Access Control Inspection Agreement for Community Center.\*
9. Consideration and Possible Action on the City of De Pere Investments and Cash Detail Report for Sept. 2023.
10. Future agenda items.
11. Consideration and Possible Action on Collective Bargaining Strategies for Police and Fire Union Contract Negotiations and Authorization of City's Bargaining Teams and Terms.

PLEASE TAKE NOTICE, that the Committee may convene in closed session pursuant to any of the following subsections of Wis. Stats. §19.85(1) for the purpose of:

(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

The Committee may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

12. Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 339-4050 by Noon, the previous day so that arrangements can be made.

**\*Items with an asterisk require City Council approval.**

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce



City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

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**MEETING DATE:** November 14, 2023

**DEPARTMENT:** City Attorney

**FROM:** Amy Darnick

**SUBJECT:** Approval of the minutes from the October 10, 2023 Regular Meeting of the Finance Personnel Committee.

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**ATTACHMENTS:**

- October 10, 2023 Minutes -DRAFT (PDF)



# Finance/Personnel Committee

## Regular Meeting

335 South Broadway  
De Pere, WI 54115  
<https://www.deperewi.gov/>

### Draft Minutes

Tuesday, October 10, 2023

7:30 PM

Council Chambers and Virtual

#### 1. Call to Order

The meeting was called to order at 7:30 PM by Mayor James Boyd

| Attendee Name         | Title        | Status  | Arrived |
|-----------------------|--------------|---------|---------|
| Devin Perock          | Aldersperson | Present |         |
| Pamela Gantz          | Aldersperson | Present |         |
| James Boyd            | Mayor        | Present |         |
| Amy Chandik Kundinger | Aldersperson | Present |         |
| John Quigley          | Aldersperson | Present |         |

Also present City Administrator Lawrence Delo, City Attorney Tony Wachewicz, Fire Chief Al Matzke, Finance Director/Treasurer Pamela Manley, Human Resources Director Shannon Metzler, Development Services Director Dan Lindstrom, City Clerk Carey Danen (Remote), Chief Jeremy Muraski (Remote), our Insurance Broker Jason Shanda.

#### 2. Approval of the minutes from the September 12, 2023 Regular Meeting of the Finance Personnel Committee.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | Devin Perock, Aldersperson              |
| <b>SECONDER:</b> | Pamela Gantz, Aldersperson              |
| <b>AYES:</b>     | Perock, Gantz, Boyd, Kundinger, Quigley |

#### 3. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance and Personnel Committee. §6-3(f) DPMC

None

#### 4. Consideration and Possible Action on the Fire Department Overtime and LifeQuest Billing Services Report for September, 2023.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | John Quigley, Aldersperson              |
| <b>SECONDER:</b> | Pamela Gantz, Aldersperson              |
| <b>AYES:</b>     | Perock, Gantz, Boyd, Kundinger, Quigley |

#### 5. Consideration and Possible Action on the September 2023 Police Overtime Report.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | Devin Perock, Aldersperson              |
| <b>SECONDER:</b> | Pamela Gantz, Aldersperson              |
| <b>AYES:</b>     | Perock, Gantz, Boyd, Kundinger, Quigley |

#### 6. Consideration and Possible Action on Police Request to Add Additional CSO Duties.

Chief Muraski was remote and commented on the consideration and possible action to add additional CSO duties. He said that this is a very common practice among other agencies in our area. A lot of them do this already, nothing out of the ordinary for this request. Mayor Boyd asked Chief Muraski if this gives CSO's more responsibility, which

it does. It also gives the Department a greater body of work to look at if they are looking at them for a perspective law enforcement candidate for the future. Alderperson Gantz asked Chief Muraski how many CSO's we currently have. We currently have 1 CSO but are doing background checks on 2 perspective hires in the near future. The Department is looking to hire 2 immediately, and possibly 2 more in 2024 if the budget passes.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | James Boyd, Mayor                     |
| <b>SECONDER:</b> | Pamela Gantz, Alderperson             |
| <b>AYES:</b>     | Perock, Gantz, Boyd, Kunding, Quigley |

7. Consideration and Possible Action on three-year renewal agreement with GovOS for SeamlessDocs online forms software. \*

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | Devin Perock, Alderperson             |
| <b>SECONDER:</b> | James Boyd, Mayor                     |
| <b>AYES:</b>     | Perock, Gantz, Boyd, Kunding, Quigley |

8. Recommendation and Possible Action to Approve 2024 Benefit Renewal and Plan Design Changes. \*

Human Resources Director Shannon Metzler spoke on the possible benefit changes- Jason Shanda, our insurance broker was remote to answer any questions. The last several years we've had a significant surplus in our medical fund. We have spent some of the surplus down over the years by providing a premium reduction and premium holidays to our employees. We plan to reach our target at the end of 2023. For 2024 we are looking at a 10% increase in premiums. We were hoping to do something smaller, but it is hard with not having a lot of plan members. We have a few members with high-cost claims, which also increases our rates. We are hoping to have this 10% increase just for this year and then the following year only have a single digit increase in premiums. We have a stop loss insurance plan in place, which means any claim that reaches \$110,000 or more, the stop loss insurance will cover those claims. We are looking to increase that to \$130,000. We go to market every year for our stop loss carrier. This year we saw a 12% increase from our carrier. We found a carrier that will decrease our rates by 2.5% for 2024.

The City is also doing a couple other small changes for 2024. We have an EAP program right now through Employee Resource Center, called EAP Gateway Program. The claims process isn't working out well. The provider and our insurance company can't get the claims to be processed correctly. We have given up on the benefit with all the problems with the claims. \$0 co pay structure for mental health services. Trying to provide as many mental health resources as possible for our members. Teledoc is another service we provide for our members for Mental Health Services. We have been with ERC (Employee Resource Center) for around 20 years and for 2024, their rates are going up 40%. We went to market and are recommending to go with Aurora Advocate for our EAP services. We currently have an on-site nurse that comes on-site once a week. We aren't a large enough employer to have a doctor or nurse practitioner on-site regularly, but we offer our employees nearsite services through Prevea and Bellin. It is for services that people routinely go in for (Earache, Cold, Fever, etc). We are looking to add Urgent Care through Bellin as a small enhancement. We are also looking to offer health calcium screening for our members for their heart health. We have 2 dental plans for the city (one

self-insured and one full insured), both will have a 0% increase in 2024. Vision insurance will also have a 0% increase. We also did a benefits survey to members and spouses and one thing that members are looking for are voluntary benefits (accident insurance, critical illness, hospital indemnity plans). We will roll those out in the first quarter of 2024 with a new open enrollment period. They will be 100% employee paid. Short term disability was something we have been researching and there is a recommendation in the memo to see the different options. The plan we are looking at would be through the state. Right now, they have a premium holiday, which means the participant pays zero cost. We plan to implement that during the first quarter of 2024 and re-evaluate in 5 years, which is the length of time it is free from the state. We are also looking to make a small change to the long-term disability coverage. Right now, it is 60% of employee wages, but there is a cap to it. We want to make it a true 60% and not be able to be taxable.

Mayor Boyd asked Director Metzler if she thought that employees were generally satisfied with their benefits. She believes they are, with how members filled out the benefits survey. Even though premiums are going up in 2024, members will still be paying less than what they did in 2014.

Aldersperson Gantz asked a question if we have any working out and exercise benefits. We have a wellness plan that employees can participate in to earn gift cards. We also have a workout facility at MSC that employees and their spouses can use.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | James Boyd, Mayor                     |
| <b>SECONDER:</b> | Pamela Gantz, Aldersperson            |
| <b>AYES:</b>     | Perock, Gantz, Boyd, Kunding, Quigley |

9. Consideration and Possible Action on Agreement Amendment with MSA Professional Services, Inc. for Idle Sites Grant application and administration. \*

Development Services Director Dan Lindstrom gave a brief overview. In January of this year, we approved an initial contract for MSA to do a community development investment grant through WEDC. The Idle sites grant is meant to identify sites in the community that meet a certain threshold for development challenges when it comes to redevelopment. This site doesn't meet these requirements. WEDC says that we can apply for this and then request deviation from some of those rules. This is key in the Shopko redevelopment site. The smartest idea is to apply for this grant and see if we can use it for the infrastructure related to the Shopko redevelopment.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | John Quigley, Aldersperson            |
| <b>SECONDER:</b> | Devin Perock, Aldersperson            |
| <b>AYES:</b>     | Perock, Gantz, Boyd, Kunding, Quigley |

10. Consideration and Possible Action for an agreement with Walker Consultants to assist and facilitate (1) Downtown Parking System Technology and Equipment Procurement, (2) implementation of the Downtown Parking System Operations and Management implementation, (3) Parking Garage Theory of Operations and Management Plan, (4) Parking Garage Parking Access and Revenue Control System (PARCS) Procurement, (5) Task 5: Parking Entity Creation. \*

Development Services Director Dan Lindstrom spoke regarding this. This is an implementation of our downtown parking study but also related to the Shopko project and the creation of a parking utility. We still do have a contract with Walker for the design of the parking structure. This is the next stage in the process. This is the longer part of the contact, with starting it pretty quickly. If we wait until January, we will be behind in some of the requirements and goals that we have. Funding will be some unassigned reserves and the majority of it funded with TID's 7,9 and the future TID of the Shopko redevelopment, which will possibly be TID 18. Mayor Boyd states that this parking utility will help some of the parking concerns in the city.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | James Boyd, Mayor                     |
| <b>SECONDER:</b> | Pamela Gantz, Alderperson             |
| <b>AYES:</b>     | Perock, Gantz, Boyd, Kunding, Quigley |

11. Consideration and Possible Action on the city of De Pere Investments and Cash Detail report for Aug. 2023.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>            |
| <b>MOVER:</b>    | James Boyd, Mayor                     |
| <b>SECONDER:</b> | Amy Chandik Kunding, Alderperson      |
| <b>AYES:</b>     | Perock, Gantz, Boyd, Kunding, Quigley |

12. Future agenda items.

None

13. Adjournment

Motion to adjourn by Mayor Boyd, seconded by Alderperson Kunding. Motion approved unanimously. Adjourned at 7:55 p.m.

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 339-4050 by Noon, the previous day so that arrangements can be made.

**\*Items with an asterisk require City Council approval.**

Agenda Sent To:

Alderspersons  
City Administrator  
Mayor  
Department Heads  
TV, Newspapers & Radio Stations  
Kress Family Library  
De Pere Chamber of Commerce

Respectfully submitted,  
Amy Darnick



City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

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**MEETING DATE:** November 14, 2023

**DEPARTMENT:** Fire Department

**FROM:** Lea Taylor

**SUBJECT:** Fire Department Overtime and LifeQuest Billing Services Report for October, 2023.

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**ATTACHMENTS:**

- 20231106093042787 (PDF)

**DE PERE FIRE RESCUE**  
**OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2022**

| REASON          | Jan.*  | Feb.** | Mar. *** | Apr.+  | May++  | June+++ | July^    | Aug.^  | Sept.^^ | Oct.#  | Nov.## | Dec.### | TOTAL    |
|-----------------|--------|--------|----------|--------|--------|---------|----------|--------|---------|--------|--------|---------|----------|
| DUTY CREW       | 66.75  | 29.75  | 15.00    | 36.00  | 24.00  | 20.50   | 46.75    | 18.00  | 12.00   | 6.00   | 30.00  | 9.00    | 313.75   |
| EMS TRAINING    | 162.75 | 193.00 | 146.50   | 120.25 | 52.25  | 5.25    | 5.25     | 67.75  | 189.50  | 299.25 | 54.00  | 139.50  | 1,435.25 |
| FIRE TRAINING   | 50.00  | 7.75   | 59.25    | 70.00  | 78.75  | 47.25   | 13.50    | 8.50   | 42.75   | 19.50  | 35.75  | 12.00   | 445.00   |
| RESCUE CALLS    | 11.25  | 12.75  | 18.25    | 14.00  | 1.25   | 9.00    | 5.25     | 9.75   | 6.75    | 4.00   | 21.00  | 6.00    | 119.25   |
| FIRE CALLS      | 0.00   | 2.00   | 4.50     | 0.00   | 17.50  | 0.00    | 9.00     | 0.00   | 3.75    | 2.25   | 0.00   | 0.75    | 39.75    |
| MEETINGS        | 5.00   | 21.50  | 15.75    | 3.00   | 29.00  | 6.75    | 8.50     | 58.25  | 24.00   | 6.75   | 0.00   | 24.00   | 202.50   |
| STAFFING REP.   | 232.50 | 139.75 | 387.50   | 180.00 | 89.75  | 336.00  | 1,032.75 | 589.75 | 404.25  | 566.25 | 400.25 | 127.50  | 4,486.25 |
| MAINTENANCE     | 0.00   | 0.00   | 0.50     | 0.00   | 0.00   | 0.00    | 0.00     | 0.00   | 0.00    | 0.00   | 0.00   | 0.00    | 0.50     |
| PUB. ED.        | 0.00   | 5.50   | 0.00     | 0.00   | 0.00   | 27.25   | 0.00     | 0.00   | 45.00   | 5.50   | 6.00   | 0.00    | 89.25    |
| SPECIAL EVENTS  | 11.00  | 17.00  | 10.25    | 24.50  | 14.25  | 41.25   | 6.00     | 51.00  | 9.75    | 12.00  | 0.00   | 11.00   | 208.00   |
| # FIRE RUNS     | 35     | 31     | 35       | 22     | 38     | 32      | 43       | 25     | 31      | 31     | 34     | 31      | 388      |
| # EMS RUNS      | 252    | 199    | 252      | 205    | 241    | 234     | 233      | 213    | 223     | 214    | 232    | 219     | 2,717    |
| DISPATCH ERRORS | 3      | 1      | 1        | 1      | 4      | 2       | 2        | 2      | 4       | 3      | 2      | 5       | 30       |
| TOTAL HRS.      | 539.25 | 429.00 | 657.50   | 447.75 | 306.75 | 493.25  | 1,127.00 | 803.00 | 737.75  | 921.50 | 547.00 | 329.75  | 7,339.50 |

Special Events included in Overtime

Total Overtime Budget \$110,000, Expenditures through January 3, 2023, \$172,643

\*Period: 12/24/21-01/21/22      +Period: 04/02/22-04/29/22      ^Period: 06/25/22-07/22/22      #Period: 10/01/22-10/28/22  
\*\*Period: 01/22/22-02/18/22      ++Period: 04/30/22-05/27/22      ^^Period: 07/23/22-09/02/22      ##Period: 10/29/22-11/25/22  
\*\*\*Period: 02/18/22-04/01/22      +++Period: 05/28/22-06/24/22      ^^^Period: 09/03/22-09/30/22      ###Period: 11/26/22-12/23/22

**OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2023**

| REASON          | Jan.*  | Feb.** | Mar. *** | Apr.+  | May++  | June+++ | July^  | Aug.^  | Sept.^^ | Oct.#  | Nov.## | Dec.### | TOTAL    |
|-----------------|--------|--------|----------|--------|--------|---------|--------|--------|---------|--------|--------|---------|----------|
| DUTY CREW       | 69.00  | 40.50  | 53.00    | 22.50  | 51.00  | 37.75   | 15.00  | 39.00  | 33.00   | 15.00  |        |         | 375.75   |
| EMS TRAINING    | 74.25  | 247.00 | 115.75   | 99.00  | 28.50  | 42.25   | 58.50  | 111.50 | 143.25  | 135.00 |        |         | 1,055.00 |
| FIRE TRAINING   | 13.50  | 49.50  | 21.00    | 5.25   | 3.00   | 1.50    | 0.00   | 8.25   | 11.25   | 7.50   |        |         | 120.75   |
| RESCUE CALLS    | 19.50  | 21.25  | 20.00    | 10.00  | 7.75   | 13.25   | 7.00   | 25.50  | 11.25   | 9.25   |        |         | 144.75   |
| FIRE CALLS      | 8.75   | 6.25   | 9.50     | 1.75   | 0.00   | 0.00    | 0.75   | 1.75   | 0.00    | 0.00   |        |         | 28.75    |
| MEETINGS        | 10.75  | 3.00   | 36.75    | 5.75   | 6.00   | 1.50    | 0.00   | 0.00   | 3.00    | 0.00   |        |         | 66.75    |
| STAFFING REP.   | 39.75  | 509.25 | 220.50   | 234.75 | 216.25 | 375.75  | 447.00 | 716.25 | 124.50  | 56.25  |        |         | 2,940.25 |
| MAINTENANCE     | 3.00   | 0.00   | 0.75     | 0.00   | 3.00   | 0.00    | 0.00   | 0.00   | 0.00    | 0.00   |        |         | 6.75     |
| PUB. ED.        | 0.00   | 0.00   | 0.00     | 0.00   | 0.00   | 11.75   | 3.00   | 0.00   | 3.50    | 19.50  |        |         | 37.75    |
| SPECIAL EVENTS  | 0.00   | 3.00   | 14.25    | 0.00   | 15.00  | 48.75   | 0.00   | 42.75  | 5.25    | 27.00  |        |         | 156.00   |
| # FIRE RUNS     | 36     | 18     | 24       | 27     | 30     | 36      | 40     | 44     | 28      | 65     |        |         | 348      |
| # EMS RUNS      | 216    | 189    | 226      | 209    | 228    | 209     | 220    | 241    | 225     | 196    |        |         | 2,159    |
| DISPATCH ERRORS | 5      | 2      | 6        | 3      | 2      | 6       | 3      | 4      | 2       | 8      |        |         | 41       |
| TOTAL HRS.      | 238.50 | 879.75 | 491.50   | 379.00 | 330.50 | 532.50  | 531.25 | 945.00 | 335.00  | 269.50 | 0.00   | 0.00    | 4,932.50 |

Special Events included in Overtime

Total Overtime Budget \$115,000, Expenditures through November 3, 2023, \$97,091, 84%

\*Period: 12/24/22-01/20/23      +Period: 04/01/23-04/28/23      ^Period: 06/24/23-07/21/23      #Period: 09/30/23-10/27/23  
\*\*Period: 01/21/23-03/03/23      ++Period: 04/29/23-05/26/23      ^^Period: 07/22/23-09/01/23      ##Period:  
\*\*\*Period: 03/04/23-03/31/23      +++Period: 05/27/23-6/23/23      ^^^Period: 09/02/23-09/29/23      ###Period:

**DE PERE FIRE RESCUE**  
**STRUCTURAL FIRE "STILL" ALARMS FOR OCTOBER, 2023**



| Date       | Incident Location                                 | Reported Situation                                      | Units Dispatched         | Disposition                    | Mutual Aid Received    |
|------------|---------------------------------------------------|---------------------------------------------------------|--------------------------|--------------------------------|------------------------|
| 10/1/2023  | 226 S. Ontario Street                             | Carbon monoxide detector activation, due to malfunction | BC111, E111              | Investigate                    | N/A                    |
| 10/1/2023  | Claude Allouez Bridge / Reid Street               | Swimming/recreational water area rescue                 | BC111, A111, BT111, A121 | Investigate                    | Ashwaubenon, Green Bay |
| 10/3/2023  | 1197 Trailwood Drive                              | Carbon monoxide detector activation, due to malfunction | E121                     | Investigate                    | N/A                    |
| 10/4/2023  | 457 Marina Lane<br>(Village of Ashwaubenon)       | Swimming/recreational water area rescue                 | BC111, A111, BT111       | Investigate, provide apparatus | N/A                    |
| 10/4/2023  | 2495 S. Oneida Street<br>(Village of Ashwaubenon) | Brush fire                                              | BC111, L111              | Dispatched & canceled en route | N/A                    |
| 10/5/2023  | 221 S. Broadway Street                            | Smoke or odor removal                                   | E111                     | Investigate                    | N/A                    |
| 10/6/2023  | 2001 American Blvd.                               | Heat detector activation, due to malfunction            | E111                     | Investigate                    | N/A                    |
| 10/7/2023  | 499 Main Avenue                                   | Alarm system activation, no fire, unintentional         | E121                     | Investigate                    | N/A                    |
| 10/8/2023  | 600 Grant Street                                  | Alarm system activation, no fire, unintentional         | E121                     | Investigate                    | N/A                    |
| 10/8/2023  | 600 Grant Street                                  | Alarm system activation, no fire, unintentional         | E121                     | Investigate                    | N/A                    |
| 10/11/2023 | 526 N. Ontario Street                             | Smoke detector activation, no fire, unintentional       | E111                     | Investigate                    | N/A                    |
| 10/11/2023 | 100 Stewart Street                                | Alarm system activation, no fire, unintentional         | E121, L111               | Investigate                    | N/A                    |
| 10/12/2023 | 704 N. Broadway Street                            | Carbon monoxide detector activation, no carbon monoxide | E111                     | Investigate                    | N/A                    |
| 10/16/2023 | 335 S. Broadway Street                            | Smoke or odor removal                                   | BC111, E111              | Investigate                    | N/A                    |
| 10/17/2023 | 100 Marsh Street                                  | Central station, malicious false alarm                  | BC111, E111              | Refer to proper authority      | N/A                    |
| 10/17/2023 | 201 S. Superior Street                            | Smoke detector activation, no fire, unintentional       | E111                     | Investigate                    | N/A                    |
| 10/17/2023 | 2073 Bradbury Lane<br>(Village of Ashwaubenon)    | Possible structure fire                                 | BC111, L111              | Dispatched & canceled en route | N/A                    |
| 10/21/2023 | 2198 S. Broadway Street                           | Alarm system activation, no fire, unintentional         | E111                     | Investigate                    | N/A                    |

| Date       | Incident Location                                 | Reported Situation                                | Units Dispatched  | Disposition                              | Mutual Aid Received |
|------------|---------------------------------------------------|---------------------------------------------------|-------------------|------------------------------------------|---------------------|
| 10/21/2023 | 406 Grant Street                                  | Cooking fire, confined to container               | BC111, E111, E121 | Extinguishment by fire service personnel | N/A                 |
| 10/22/2023 | 1055 Cormier Road<br>(Village of Ashwaubenon)     | Possible structure fire                           | BC111, L111       | Dispatched & canceled en route           | N/A                 |
| 10/22/2023 | 151 Marsh Street                                  | Smoke detector activation, no fire, unintentional | E121              | Investigate                              | N/A                 |
| 10/22/2023 | 2110 S. Ridge Road<br>(Village of Ashwaubenon)    | Smoke in building                                 | BC111, L111       | Dispatched & canceled en route           | N/A                 |
| 10/23/2023 | 331 Grant Street                                  | Smoke or odor removal                             | E121              | Investigate                              | N/A                 |
| 10/23/2023 | 2279 S. Oneida Street<br>(Village of Ashwaubenon) | Smoke or odor removal                             | L111              | Dispatched & canceled en route           | N/A                 |
| 10/23/2023 | 1585 Silver Maple Drive                           | Alarm system activation, no fire, unintentional   | E121              | Investigate                              | N/A                 |
| 10/23/2023 | 1786 Lost Dauphin Road                            | Carbon monoxide incident                          | A111, E111        | Investigate                              | N/A                 |
| 10/23/2023 | 1531 Red Maple Road                               | Smoke or odor removal                             | E121              | Investigate                              | N/A                 |
| 10/24/2023 | 2002 Dollar Road<br>(Town of Ledgeview)           | Cooking fire, confined to container               | BC111, L111       | Ventilate                                | N/A                 |
| 10/28/2023 | 200 S. Ninth Street                               | Smoke detector activation, due to malfunction     | E121              | Investigate                              | N/A                 |
| 10/30/2023 | 332 Desplaine Road                                | Carbon monoxide incident                          | A111, E111        | Ventilate                                | N/A                 |
| 10/30/2023 | 332 Desplaine Road                                | Carbon monoxide incident                          | BC111, E111       | Investigate                              | N/A                 |
| 10/30/2023 | 2111 Ryan Road                                    | Smoke or odor removal                             | BC111, E111       | Investigate                              | N/A                 |

**DE PERE FIRE RESCUE  
OCTOBER, 2023  
\*OVERTIME CAUSED BY SICK LEAVE**

| DATE         | HOURS OF<br>SICK LEAVE | OVERTIME<br>PAID |
|--------------|------------------------|------------------|
| 10/10/2023   | 6                      | 9                |
| 10/12/2023   | 7.5                    | 11.25            |
|              |                        |                  |
| <b>TOTAL</b> | <b>13.5</b>            | <b>20.25</b>     |

\*Overtime generated when staffing levels fall below minimum as a result of sick leave.

\*\*October 30, 2023 - October 27, 2023

**LIFEQUEST MEDICAL BILLING - 2023**  
**MONTHLY REPORT**

|                    | JAN.    | FEB.    | MARCH   | APRIL   | MAY     | JUNE    |
|--------------------|---------|---------|---------|---------|---------|---------|
| CHARGES            | 249,747 | 228,076 | 251,116 | 214,771 | 277,498 | 287,539 |
| PAYMENTS           | 94,422  | 100,536 | 102,969 | 113,182 | 109,427 | 97,211  |
| CREDIT ADJUSTMENTS | 119,181 | 120,031 | 111,822 | 116,186 | 96,684  | 117,370 |

|                    | JULY    | AUG.    | SEPT.   | OCT.    | NOV. | DEC. |
|--------------------|---------|---------|---------|---------|------|------|
| CHARGES            | 215,698 | 196,629 | 290,979 | 233,278 |      |      |
| PAYMENTS           | 107,636 | 103,597 | 91,695  | 103,141 |      |      |
| CREDIT ADJUSTMENTS | 140,065 | 102,949 | 112,797 | 137,056 |      |      |

| Payments to LifeQuest |          |
|-----------------------|----------|
| January               | 6,282    |
| February              | 6,498    |
| March                 | 7,790    |
| April                 | 7,648    |
| May                   | 6,130    |
| June                  | 5,830    |
| July                  | 5,957    |
| August                | 5,461    |
| September             | 4,941    |
| October               | 6,067    |
| November              |          |
| December              |          |
| Total Paid            | \$62,606 |

\*\*See attached details

**City Of De Pere**  
**Income and Expenditures**  
**October 2023**  
**All Phases**

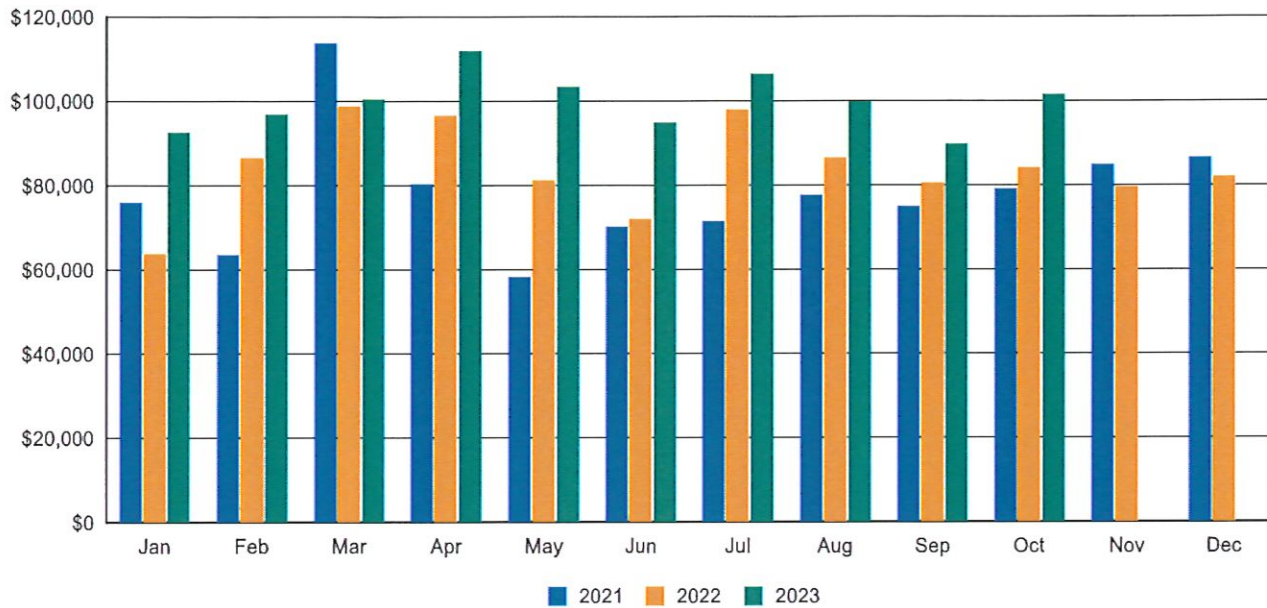
| Charges                                        |             | Billing             | Collection         | Total               |
|------------------------------------------------|-------------|---------------------|--------------------|---------------------|
| Billing Charges / Collection Placements        |             | \$198,134.00        | \$35,144.01        | \$233,278.01        |
| Other                                          | +           | \$0.00              | \$0.00             | \$0.00              |
| <b>Subtotal of Charges</b>                     |             | <b>\$198,134.00</b> | <b>\$35,144.01</b> | <b>\$233,278.01</b> |
| <b>Account Transfers</b>                       |             | <b>\$24,537.04</b>  | <b>\$10,606.97</b> | <b>\$35,144.01</b>  |
| <b>Credit Summary</b>                          |             |                     |                    |                     |
| <b>Total Credits</b>                           |             | <b>\$230,167.14</b> | <b>\$8,670.80</b>  | <b>\$238,837.94</b> |
| Less Adjustments                               | -           | \$137,056.43        | \$0.00             | \$137,056.43        |
| Less Delinquent Closed Accounts Reconciliation | -           | \$0.00              | \$141.40           | \$141.40            |
| Less Overpayments                              | -           | \$(1,501.01)        | \$0.00             | \$(1,501.01)        |
| <b>Gross Payments Received</b>                 |             | <b>\$94,611.72</b>  | <b>\$8,529.40</b>  | <b>\$103,141.12</b> |
| Plus Overpayment Returns                       | +           | \$(445.00)          | \$0.00             | \$(445.00)          |
| <b>Net Payments Received</b>                   |             | <b>\$94,166.72</b>  | <b>\$8,529.40</b>  | <b>\$102,696.12</b> |
| Less Payments Kept By Service                  | -           | \$0.00              | \$0.00             | \$0.00              |
| <b>Total Deposits Reconciliation</b>           |             | <b>\$94,166.72</b>  | <b>\$8,529.40</b>  | <b>\$102,696.12</b> |
| <b>Summary of Disbursement</b>                 |             |                     |                    |                     |
| Total Deposits & Payments Kept By              |             | \$94,166.72         | \$8,529.40         | \$102,696.12        |
| Plus Overpayment Refunds                       | +           | \$(1,056.01)        | \$0.00             | \$(1,056.01)        |
| <b>Gross Revenue</b>                           |             | <b>\$93,110.71</b>  | <b>\$8,529.40</b>  | <b>\$101,640.11</b> |
| LifeQuest Fee                                  |             | \$4,189.98          | \$1,876.47         | \$6,066.45          |
| Plus Probate Fees                              | +           | \$0.00              | \$0.00             | \$0.00              |
| Other / Fees                                   |             | -                   | -                  | \$0.00              |
| <b>Total Due LifeQuest</b>                     | Check # EFT | <b>\$4,189.98</b>   | <b>\$1,876.47</b>  | <b>\$6,066.45</b>   |
| Service Revenue                                |             | \$88,920.73         | \$6,652.93         | \$95,573.66         |
| Less Payments Kept By Service                  | -           | \$0.00              | \$0.00             | \$0.00              |
| Less Service Payable                           | -           | \$0.00              | \$0.00             | \$0.00              |
| Less Probate Fees                              | -           | \$0.00              | \$0.00             | \$0.00              |
| Other / Fees                                   |             | \$0.00              | \$0.00             | \$0.00              |
| <b>Total Due Service</b>                       | Check # EFT | <b>\$88,920.73</b>  | <b>\$6,652.93</b>  | <b>\$95,573.66</b>  |

**Messages:**

Total Deposits EOM differ from bank statement by \$5445.49 due to 9/28 \$454.21 icare, 9/29 \$309.36 dean, now posted, \$445.00 ach returns now posted 10/5 \$59.45 icare, 10/17 \$2652.00 va, 10/20 \$2944.00 va, 10/23 \$62.47 uhc, 10/23 \$549.16 anthem blue, 10/23 \$249.01 echo, not posted \$752.03 posting correction to be made posted twice jlc 11.1.23

# All Phases Gross Revenue

City of De Pere  
January 2021 to October 2023



|                            | 2021             | 2022               | 2023             |
|----------------------------|------------------|--------------------|------------------|
| January                    | \$76,068         | \$63,841           | \$92,717         |
| February                   | \$63,602         | \$86,624           | \$96,954         |
| March                      | \$113,896        | \$98,825           | \$100,571        |
| April                      | \$80,392         | \$96,607           | \$112,135        |
| May                        | \$58,325         | \$81,259           | \$103,493        |
| June                       | \$70,239         | \$72,087           | \$94,967         |
| July                       | \$71,566         | \$97,965           | \$106,510        |
| August                     | \$77,763         | \$86,527           | \$99,867         |
| September                  | \$75,107         | \$80,584           | \$89,866         |
| October                    | \$79,194         | \$84,134           | \$101,640        |
| November                   | \$85,024         | \$79,587           | \$0              |
| December                   | \$86,681         | \$81,992           | \$0              |
| <b>Total Gross Revenue</b> | <b>\$937,858</b> | <b>\$1,010,034</b> | <b>\$998,720</b> |

## City Of De Pere

## Billing Summary

October 2023

Phase 1

**Charges**

|                            |   |              |                     |
|----------------------------|---|--------------|---------------------|
| Billing Charges            |   | \$198,134.00 |                     |
| Other                      | + | \$0.00       |                     |
| <b>Subtotal of Charges</b> |   |              | <b>\$198,134.00</b> |

**Account Transfers**

|                                       |  |  |                    |
|---------------------------------------|--|--|--------------------|
| Billing to Collections Transfer Total |  |  | <b>\$24,537.04</b> |
|---------------------------------------|--|--|--------------------|

**Credit Summary**

|                                      |   |              |                    |
|--------------------------------------|---|--------------|--------------------|
| <b>Total Credits</b>                 |   | \$230,167.14 |                    |
| Less Adjustments                     | - | \$137,056.43 |                    |
| Less Overpayments                    | - | \$(1,501.01) |                    |
| <b>Gross Payments Received</b>       |   |              | <b>\$94,611.72</b> |
| Plus Overpayment Returns             | - | \$(445.00)   |                    |
| <b>Net Payments Received</b>         |   |              | <b>\$94,166.72</b> |
| Less Payments Kept By Service        | - | \$0.00       |                    |
| <b>Total Deposits Reconciliation</b> |   |              | <b>\$94,166.72</b> |

**Summary of Disbursement**

|                                   |             |              |                    |
|-----------------------------------|-------------|--------------|--------------------|
| Total Deposits & Payments Kept By |             | \$94,166.72  |                    |
| Plus Overpayment Refunds          | +           | \$(1,056.01) |                    |
| <b>Gross Revenue</b>              |             |              | <b>\$93,110.71</b> |
| LifeQuest Fee                     |             | \$4,189.98   |                    |
| Plus Probate Fees                 | +           | \$0.00       |                    |
| <b>Total Due LifeQuest</b>        | Check # EFT |              | <b>\$4,189.98</b>  |
| Service Revenue                   |             | \$88,920.73  |                    |
| Less Payment Kept By Service      | -           | \$0.00       |                    |
| Less Service Payable              | -           | \$0.00       |                    |
| Less Probate Fees                 | -           | \$0.00       |                    |
| Other / Fees                      | -           | \$0.00       |                    |
| <b>Total Due Service</b>          | Check # EFT |              | <b>\$88,920.73</b> |

**Messages:****Legend:****Charges - Other:** Includes insurance interest, transaction fees, probate fees**Credit Summary - Less Overpayments:** Includes recoupments, refunds, returns, service payables**Credit Summary - Plus Overpayment Returns:** Includes NSF/bank returned type payments

**Receivables Distribution Report****Receivables Cash**

All Companies

All Directories

| <u>Charges</u> | <u>Nov 2022</u> | <u>Dec 2022</u> | <u>Jan 2023</u> | <u>Feb 2023</u> | <u>Mar 2023</u> | <u>Apr 2023</u> | <u>May 2023</u> | <u>Jun 2023</u> | <u>Jul 2023</u> | <u>Aug 2023</u> | <u>Sep 2023</u> | <u>Oct 2023</u> | <u>Totals</u> |
|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|
| Nov 2022       | 5006            | 35903           | 22782           | 5091            | 1744            | 2164            | 227             | 997             | 31              | 31              | 31              | 31 \$           | 74039         |
| 176364         | 2.8             | 20.4            | 12.9            | 2.9             | 1               | 1.2             | 0.1             | 0.6             | 0               | 0               | 0               | 0 %             | 42            |
| Dec 2022       |                 | 5364            | 42270           | 17049           | 4898            | 1957            | 342             | 278             | 646             | 0               | 0               | 0 \$            | 72804         |
| 185954         |                 | 2.9             | 22.7            | 9.2             | 2.6             | 1.1             | 0.2             | 0.1             | 0.3             | 0               | 0               | 0 %             | 39.2          |
| Jan 2023       |                 |                 | 3506            | 49033           | 23626           | 6958            | 9251            | 1087            | 144             | 75              | 1689            | 75 \$           | 95443         |
| 208255         |                 |                 | 1.7             | 23.5            | 11.3            | 3.3             | 4.4             | 0.5             | 0.1             | 0               | 0.8             | 0 %             | 45.8          |
| Feb 2023       |                 |                 |                 | 7272            | 39910           | 22361           | 7898            | 1780            | 2124            | 75              | 50              | 398 \$          | 81867         |
| 185421         |                 |                 |                 | 3.9             | 21.5            | 12.1            | 4.3             | 1               | 1.1             | 0               | 0               | 0.2 %           | 44.2          |
| Mar 2023       |                 |                 |                 |                 | 5502            | 53158           | 28598           | 5913            | 5421            | 2442            | 1087            | 266 \$          | 102387        |
| 229026         |                 |                 |                 |                 | 2.4             | 23.2            | 12.5            | 2.6             | 2.4             | 1.1             | 0.5             | 0.1 %           | 44.7          |
| Apr 2023       |                 |                 |                 |                 |                 | 8057            | 42743           | 21882           | 6678            | 3942            | 800             | 50 \$           | 84153         |
| 205275         |                 |                 |                 |                 |                 | 3.9             | 20.8            | 10.7            | 3.3             | 1.9             | 0.4             | 0 %             | 41            |
| May 2023       |                 |                 |                 |                 |                 |                 | 10264           | 45017           | 25029           | 11385           | 3497            | 1348 \$         | 96540         |
| 227424         |                 |                 |                 |                 |                 |                 | 4.5             | 19.8            | 11              | 5               | 1.5             | 0.6 %           | 42.4          |
| Jun 2023       |                 |                 |                 |                 |                 |                 |                 | 5639            | 46018           | 15607           | 3620            | 5248 \$         | 76132         |
| 202474         |                 |                 |                 |                 |                 |                 |                 | 2.8             | 22.7            | 7.7             | 1.8             | 2.6 %           | 37.6          |
| Jul 2023       |                 |                 |                 |                 |                 |                 |                 |                 | 13823           | 57300           | 20376           | 4901 \$         | 96401         |
| 228843         |                 |                 |                 |                 |                 |                 |                 |                 | 6               | 25              | 8.9             | 2.1 %           | 42.1          |
| Aug 2023       |                 |                 |                 |                 |                 |                 |                 |                 |                 | 2748            | 49490           | 26849 \$        | 79087         |
| 228300         |                 |                 |                 |                 |                 |                 |                 |                 |                 | 1.2             | 21.7            | 11.8 %          | 34.6          |
| Sep 2023       |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 | 5698            | 49635 \$        | 55334         |
| 210778         |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 | 2.7             | 23.5 %          | 26.3          |
| Oct 2023       |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 | 5909 \$         | 5909          |
| 131838         |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 | 4.5 %           | 4.5           |
| Averages       | <u>1st Mo</u>   | <u>2nd Mo</u>   | <u>3rd Mo</u>   | <u>4th Mo</u>   | <u>5th Mo</u>   | <u>6th Mo</u>   | <u>7th Mo</u>   | <u>8th Mo</u>   | <u>9th Mo</u>   | <u>10th Mo</u>  | <u>11th Mo</u>  | <u>12th Mo</u>  |               |
| Extended       | 3.3             | <NA>            | <NA>            | <NA>            | <NA>            | <NA>            | <NA>            | <NA>            | <NA>            | <NA>            | <NA>            | <NA>            |               |
| Weighted       | 3.3             | 22.3            | 10.8            | 3.1             | 2               | 0.7             | 0.2             | 0.2             | 0.3             | 0               | 0               | 0               |               |



## City of De Pere, Wisconsin

### Request For Finance/Personnel Committee Action

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**MEETING DATE:** November 14, 2023

**DEPARTMENT:** Police

**FROM:** Jeremy Muraski

**SUBJECT:** Consideration and Possible Action on the October 2023 Police Overtime Report.

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The October 2023 OT report for the department is attached.

Total net overtime for October was down markedly from September, and down somewhat when compared to October of 2022 with a total of 411.50 hours. Staffing overtime was the largest category of overtime for the month with a total of 228 hours. Staffing level overtime has been the biggest driver all year.

We currently have one officer on light duty due to injury and 1 of our 3 most recent hires still in field training and ineligible for solo patrol. The third officer in training will likely graduate from field training in late November. The injured officer will likely be on light duty at least until late December.

#### ATTACHMENTS:

- October 2023 PD OT Report (PDF)
- Trend Chart Oct 2023 (PDF)

**DE PERE POLICE DEPARTMENT  
OVERTIME BY REASON  
2023**

| REASON                              | JAN            | FEB            | MAR            | APR            | MAY             | JUN            | JUL            | AUG             | SEPT            | OCT            | NOV         | DEC         | TOTAL           |
|-------------------------------------|----------------|----------------|----------------|----------------|-----------------|----------------|----------------|-----------------|-----------------|----------------|-------------|-------------|-----------------|
| OFFICER SICK RELIEF                 | 11.00          | 15.75          | 8.00           | 39.00          | 18.50           | 22.50          | 19.50          | 6.75            | 32.00           | 21.25          |             |             | 194.25          |
| OFFICER WORKED ON HOLIDAY           | 68.00          | 8.00           | 4.00           | 34.00          | 101.75          | 18.25          | 66.75          | 13.25           | 137.00          | 13.00          |             |             | 464.00          |
| OFFICER FOR COURT                   | 18.00          | 29.50          | 15.00          | 20.00          | 20.75           | 15.00          | 8.00           | 10.00           | 14.00           | 20.00          |             |             | 170.25          |
| OFFICER TRAINING                    | 53.50          | 98.50          | 91.75          | 151.00         | 174.00          | 144.25         | 56.75          | 42.75           | 181.25          | 54.00          |             |             | 1047.75         |
| OFFICER RELIEF FOR FUNERAL          | 0.00           |                |                |                |                 |                |                |                 |                 |                |             |             | 0.00            |
| OFFICER ATTEND MEETING              | 30.00          | 8.25           | 5.25           |                |                 | 1.25           | 2.00           | 1.00            | 2.50            | 8.00           |             |             | 58.25           |
| STAFFING LEVEL                      | 152.00         | 81.75          | 263.00         | 127.75         | 97.00           | 168.75         | 428.50         | 175.25          | 314.75          | 228.00         |             |             | 2036.75         |
| INVESTIGATION                       | 16.00          | 67.50          | 76.25          | 31.75          | 46.50           | 39.50          | 34.00          | 36.00           | 36.50           | 49.50          |             |             | 433.50          |
| HONOR GUARD FOR FUNERAL             | 0.00           | 20.00          |                | 30.00          | 31.50           |                |                |                 | 6.50            |                |             |             | 88.00           |
| SCHOOL LIAISON REIMBURSED           | 41.50          | 29.00          | 29.25          | 21.50          | 21.50           | 22.50          |                | 11.50           | 78.50           | 33.25          |             |             | 288.50          |
| COMMUNITY RELATIONS                 | 0.00           |                |                |                |                 |                |                |                 |                 |                |             |             | 0.00            |
| SPECIAL ASSIGNMENT                  | 0.00           |                |                |                |                 |                | 20.00          |                 |                 |                |             |             | 20.00           |
| SPECIAL ASSIGNMENT REIMBURSED       | 0.00           | 14.00          | 5.25           |                | 187.50          | 34.50          |                | 46.50           |                 | 23.50          |             |             | 311.25          |
| MISCELLANEOUS                       | 12.50          | 9.50           | 21.00          | 7.00           | 6.00            | 20.00          | 25.75          | 19.50           |                 | 17.75          |             |             | 139.00          |
| MISCELLANEOUS REIMBURSED            | 20.25          | 37.50          | 24.25          | 31.75          | 46.25           | 32.50          | 16.00          | 58.75           | 84.25           | 39.25          |             |             | 390.75          |
| GROSS OFFICER OVERTIME              | 422.75         | 419.25         | 543.00         | 493.75         | 751.25          | 519.00         | 677.25         | 421.25          | 887.25          | 507.50         | 0.00        | 0.00        | 5642.25         |
| <b>SUBTOTAL REIMBURSED OVERTIME</b> | <b>(61.75)</b> | <b>(80.50)</b> | <b>(58.75)</b> | <b>(53.25)</b> | <b>(255.25)</b> | <b>(89.50)</b> | <b>(16.00)</b> | <b>(116.75)</b> | <b>(162.75)</b> | <b>(96.00)</b> | 0.00        | 0.00        | <b>(990.50)</b> |
| <b>NET OFFICER OVERTIME</b>         | <b>361.00</b>  | <b>338.75</b>  | <b>484.25</b>  | <b>440.50</b>  | <b>496.00</b>   | <b>429.50</b>  | <b>661.25</b>  | <b>304.50</b>   | <b>724.50</b>   | <b>411.50</b>  | <b>0.00</b> | <b>0.00</b> | 4651.75         |

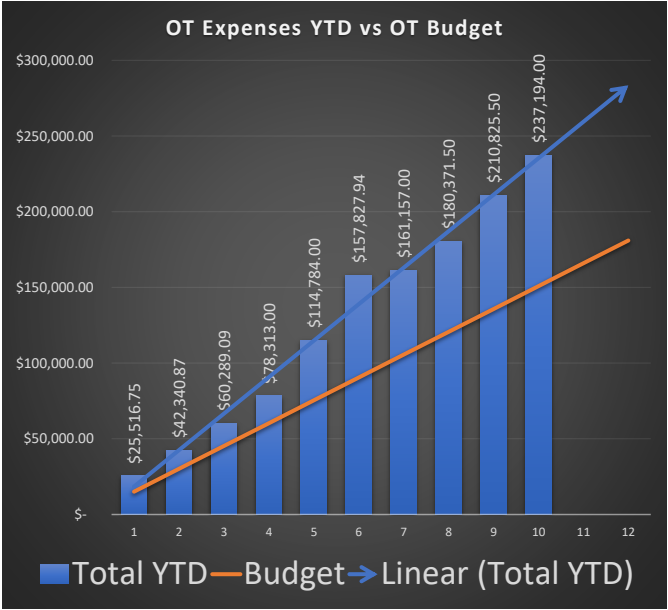
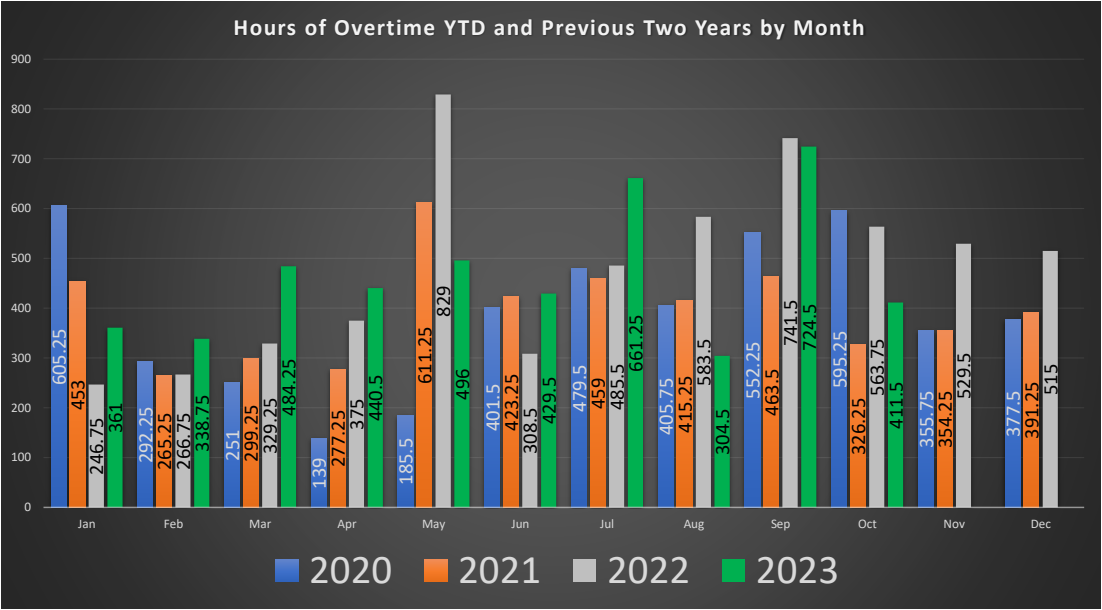
TOTAL OVERTIME BUDGET: \$ 181,000.00

EXPENDITURES THROUGH 10/31/2023 \$ 237,194.30

PERCENT OF TOTAL BUDGET: 131.05%

2023 PD Overtime Trends Report

|             | Jan          | Feb          | Mar          | Apr          | May           | Jun           | Jul           | Aug           | Sep           | Oct           | Nov           | Dec           | Total Yearly Hours | Total Yearly Expendi | Total OT Budget |
|-------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------------|----------------------|-----------------|
| 2020        | 605.25       | 292.25       | 251          | 139          | 185.5         | 401.5         | 479.5         | 405.75        | 552.25        | 595.25        | 355.75        | 377.5         | 4640.5             | \$ 236,436.94        | \$ 175,000.00   |
| 2021        | 453          | 265.25       | 299.25       | 277.25       | 611.25        | 423.25        | 459           | 415.25        | 463.5         | 326.25        | 354.25        | 391.25        | 4738.75            | \$ 202,559.08        | \$ 175,000.00   |
| 2022        | 246.75       | 266.75       | 329.25       | 375          | 829           | 308.5         | 485.5         | 583.5         | 741.5         | 563.75        | 529.5         | 515           | 5774               | \$ 195,590.66        | \$ 175,000.00   |
| 2023        | 361          | 338.75       | 484.25       | 440.5        | 496           | 429.5         | 661.25        | 304.5         | 724.5         | 411.5         |               |               | 4651.75            | \$ 237,194.00        | \$ 181,000.00   |
| Total YTD   | \$ 25,516.75 | \$ 42,340.87 | \$ 60,289.09 | \$ 78,313.00 | \$ 114,784.00 | \$ 157,827.94 | \$ 161,157.00 | \$ 180,371.50 | \$ 210,825.50 | \$ 237,194.00 |               |               |                    |                      |                 |
| % of Budget | 14.0%        | 23.0%        | 33.0%        | 43.0%        | 63.0%         | 87.0%         | 89.0%         | 99.7%         | 116.5%        | 131%          |               |               |                    |                      |                 |
| Budget      | \$ 15,083.33 | \$ 30,166.66 | \$ 45,249.99 | \$ 60,333.32 | \$ 75,416.65  | \$ 90,499.98  | \$ 105,583.31 | \$ 120,666.64 | \$ 135,749.97 | \$ 150,833.30 | \$ 165,916.63 | \$ 180,999.96 |                    |                      |                 |





City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

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**MEETING DATE:** November 14, 2023

**DEPARTMENT:** Information Technology

**FROM:** Steve Massey

**SUBJECT:** Consideration and Possible Action on Brown County Fiber Trade Agreement.\*

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**ATTACHMENTS:**

- Master Fiber Trade Agreement v5-DP (PDF)
- Memo to Finance - Brown County Master Fiber Trade Agreement\_SMv1 (PDF)

## BCCAN Fiber Agreement

This Fiber Trade Agreement ("Agreement") is made and entered into as of 12/8/2023 by and among Brown County ("County"), University of Wisconsin-Green Bay ("UWGB"), St. Norbert College, Inc ("SNC"), and the City of De Pere ("De Pere").

This agreement immortalizes previous trades, agreements, resolutions, and other fiber infrastructure agreements between the parties as noted.

### 1. RECITALS

- 1.1. WHEREAS, each PARTY owns and operates a fiber-optic infrastructure within the County's boundaries;
- 1.2. WHEREAS, Brown County, UWGB, SNC, and De Pere share fiber to provide various forms of data connectivity for their respective facilities, communities and respective partners;
- 1.3. WHEREAS, the parties desire to engage in an in-kind trade arrangement to provide each other with access to their respective facilities;
- 1.4. NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### 2. Definitions

- 2.1. "IRU" means an indefeasible right of use to the designated fiber-optic strands in the Network for a specified term.
- 2.2. "Term" means the length of time that the IRU is granted to UWGB, SNC, and De Pere, as set forth in Section 2 below. And "Life" means for the life of the fiber.
- 2.3. "Fiber-Optic Strands" means the individual strands of fiber-optic cable within the Network designated for use by UWGB, SNC, and De Pere.
- 2.4. "Parties" The parties are Brown County, UWGB, St. Norbert College, Inc and the City of De Pere and/or their agents.

### 3. Grant of IRU

- 3.1. Each party grants an IRU of the Fiber-Optic Strands designated by this agreement to provide access to other parties as noted, for the use of the Fiber-Optic Strands designated in attachments 1-5.
- 3.2. The PARTY shall have the right to use the shared "IRU Fiber-Optic Strands" for the purpose of transmitting and receiving data, voice, and video communications between their respective facilities, the Internet or any other lawful purpose.

### 4. Use and Maintenance of the Fiber-Optic Strands

- 4.1. Each party shall use the Fiber-Optic Strands solely for their own purposes.
- 4.2. Each Party shall be responsible for maintaining and repairing any equipment or devices necessary for the transmission and reception of data, voice, audio and video communications over the Fiber-Optic Strands of their respective infrastructure.
- 4.3. Each Party shall permit reasonable access to their handholes, colocation sites and premise as required to permit continued use of traded/shared fiber and/or conduit.
- 4.4. Each Party shall be responsible to maintain their managed fiber infrastructure including maintenance and locates for IRU fiber necessary to maintain connectivity over the Fiber-Optic Strands. Brown County shall be responsible for Brown County assets provided as trade, DFOG (De Pere Fiber Optic Group) shall be responsible for infrastructure that is provided as IRU in kind trade, as will De Pere and St. Norbert College in kind.

- 4.5. UWGB provides premise hosting and shared location only and otherwise has no responsibility for FIBER maintenance other than their own infrastructure and permission to traverse/use UWGB property.

## **5. Emergency Repairs**

- 5.1. Each party shall be responsible for the cost of emergency repairs to the Fiber-Optic Strands and infrastructure the party manages, regardless of the cause of such repairs.
- 5.2. "Emergency repairs" means repairs necessary to restore the Fiber-Optic Strands or infrastructure to their normal operating condition after an unexpected outage or damage caused by an event outside the control of the party responsible for the Fiber-Optic Strands, including but not limited to natural disasters, fire, vandalism, and accidents.
- 5.3. The parties shall cooperate in good faith to promptly make emergency repairs to the Fiber-Optic Strands.
- 5.4. In the event of an emergency repair, the party responsible for the Fiber-Optic Strands or Infrastructure shall promptly notify the other parties of the repair and the estimated time to complete it.
- 5.5. The party responsible for repairs, shall use its best efforts to complete the emergency repair as soon as reasonably practicable.
- 5.6. Any shared expense must be agreed to by all parties in writing.

## **6. Compensation**

- 6.1. The parties shall engage in an in-kind trade arrangement, with no funds transferred between the parties as detailed in attachments 1-5. And as summarized below:
- 6.1.1. Brown County shall receive IRU access to: Syble Hopp, UWGB, SNC, City of De Pere and Kress Library through its designated Fiber-Optic Strands. Further Brown County will have access to the STEM building and co-location at UWGB, and co-location at SNC. In exchange for the use of BCCAN infrastructure as noted. Further details of trades and specific services are in attachments.
- 6.1.2. UWGB shall provide premise access to SNC through its designated Fiber-Optic Strands, and SNC shall provide access to UWGB through its designated Fiber-Optic Strands, and shall provide COUNTY access to STEM via shared infrastructure. Further details in attachments.
- 6.1.3. City of De Pere shall receive access to UWGB and County through designated Fiber-Optic Strands as noted in attachments
- 6.1.4. St. Norbert College, Inc shall receive access to UWGB, Bird Hut using Brown County fiber. SNC shall provide co-location and splicing to for De Pere, UWGB and Brown County. Further details noted in attachments.
- 6.1.5. DFOG is the management entity between St. Norbert college and the City of De Pere for fiber infrastructure. The fiber shares are as noted above.
- 6.2. Challenges corrections or updates shall be treated as amendments to this agreement and require the affected parties updated signatures. Any party can initiate an update/correction which requires updated language, and a new signature page.

## **7. Term and Termination**

- 7.1. The term of the IRU (fiber trades) granted by County to UWGB, SNC, DFOG and De Pere shall be for the LIFE OF THE FIBER from the date of this Agreement.
- 7.2. A party may terminate, for cause, the IRU upon 180 days notice, but in deference to the complexity of fiber and related infrastructure, funding and builds, more than 360 days written notice is preferred.
- 7.3. Affected parties will negotiate in good faith prior to termination of any shared services.

## **8. Representations and Warranties**

- 8.1. Each party represents and warrants that it has the authority to enter into and perform its obligations under this Agreement.
- 8.2. Each party represents and warrants that it has obtained any necessary consents or approvals required for it to enter into and perform its obligations under this Agreement.
- 8.3. Each party represents and warrants that it shall comply with all applicable laws, regulations, and ordinances in connection with its performance under this Agreement.

## **9. Indemnification**

- 9.1. Each party shall indemnify and hold harmless the other parties and their officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the indemnifying party's breach of this Agreement or its negligent or intentional acts or omissions.

## **10. Assignment**

- 10.1. The parties may assign or transfer its rights or obligations under this Agreement.
- 10.2. Agents of, or wholly owned entities, or controlled entities by a Party to the agreement are considered party of the agreement and must abide.
- 10.3. Any assignment must honor all existing contractual requirements.

## **11. Governing Law and Venue**

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision.
- 11.2. Any dispute arising out of or in connection with this Agreement shall be resolved in the courts of Brown County, Wisconsin.

## **12. Entire Agreement**

- 12.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.
- 12.2. This Agreement may not be modified except in writing signed by all parties.

IN WITNESS WHEREOF, the parties have executed this BCCAN Fiber Agreement as of the date first above written.

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Brown County  
Troy Streckenbach, County Executive

Date

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University of Wisconsin Green Bay  
?

Date

---

St Norbert College  
Monika Pynaker

Date

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City of De Pere  
Steve Massey

Date

## Attachment 1: Details of SNC/UWGB IRU Trade:

In Return for providing:

- a) SNC/UWGB exclusive use rights to 3 pair of BCCAN-Owned and operated (to own and operate is defined as providing all facility locating, maintenance, and repairs) fiber optic cable strands extending from 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) to 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point).

Brown County will:

- b) Brown County will own and operate a single 2" duct with 6 strand fiber optic cable from 755 Scheuring Rd, De Pere, WI 54115 (Sybil Hopp School) to 1615 Lost Dauphin Street, De Pere, WI 54115 (SNC Donald J Schneider Stadium handoff point)
- c) Brown County will have exclusive use rights to 3 pair of SNC-Owned and operated fiber optic cable strands extending from 1615 Lost Dauphin Street, De Pere, WI 54115 (SNC Donald J Schneider Stadium handoff point) to DFOG handoff point on SNC Campus at Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115.
- d) Brown County will have exclusive use rights to 3 pair of DFOG-Owned and operated fiber optic cable strands extending from Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115 to 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point).

## Attachment 2: Details of DFOG IRU Trade

In Return for providing:

- a) City of De Pere exclusive use rights to 3 pair of BCCAN-Owned and operated fiber optic cable strands from 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point) to 101 North Jefferson Street Green Bay, WI 54301 (Sophie Beaumont)

Brown County will:

- b) Brown County will have exclusive use rights to 3 pair of DFOG-Owned and operated fiber optic cable strands extending from Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115 to 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point).

## Attachment 3: Details of SNC-Only IRU Trade

In Return for providing:

- a) St. Norbert College exclusive use rights to 2 pair of BCCAN-Owned and operated fiber optic cable strands from 1040 North Broadway Street, De Pere, WI 54115 (SNC Bird Hut Facility) to Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115.

Brown County Will:

- b) Be granted access to SNC owned and operated duct network from the southwest corner of Reid Street and 4<sup>th</sup> Street Intersection to the SNC Campus at Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115 for placement of a Brown County Owned 288 strand fiber optic cable.

## Attachment 4: Details of UWGB-Provided facilities.

UWGB provided Brown County with:

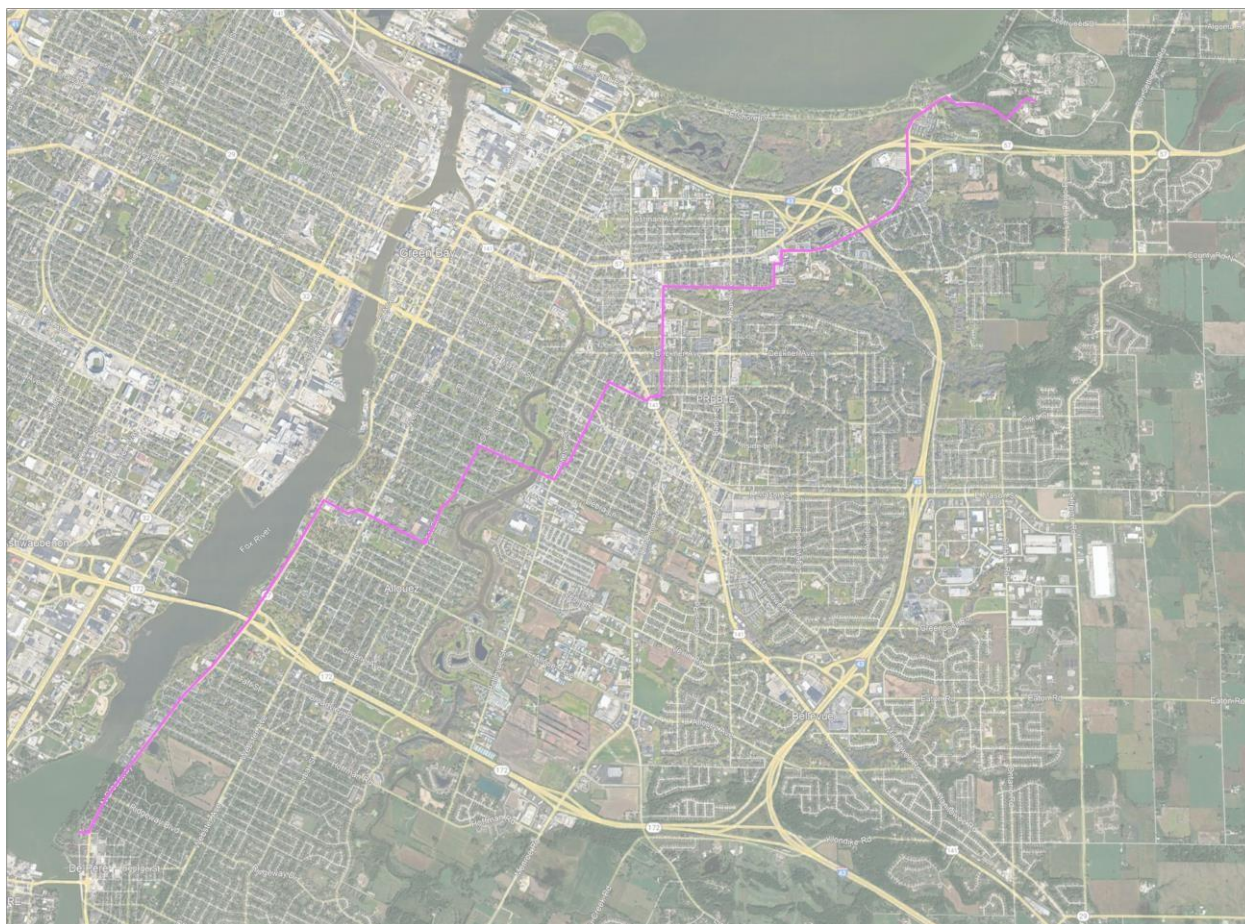
- a) Access to UWGB Property on UWGB-Owned South Circle Drive extending from Nicolet Drive to the UWGB Duct System Manhole # S13 for placement of a dual – 2” duct pack and 2 – 96 strand fiber optic cables.
- b) Access within UWGB Duct system from Manhole S13, to S14, to S15, to S16, to S17 to 2400 Main Entrance Drive, Green Bay WI 54311 (Cofrin Library) for placement of 2 – 96 strand fiber optic cables
- c) Access within 2400 Main Entrance Drive, Green Bay WI 54311 (Cofrin Library) and 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) for placement of 2 – 96 strand fiber optic cables
- d) Access within UWGB Duct system from Manhole S13 to S12, to S11, to S10, to S9 to 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) for placement of 2 – 96 strand fiber optic cable.

## Attachment 5: Maps of Covered Fiber

### Attachment 5A. UWGB & SNC Use of BCCAN

SNC & UWGB exclusive use rights to 3 pair of BCCAN-Owned and operated (to own and operate is defined as providing all facility locating, maintenance, and repairs) fiber optic cable strands extending from 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) to 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point).

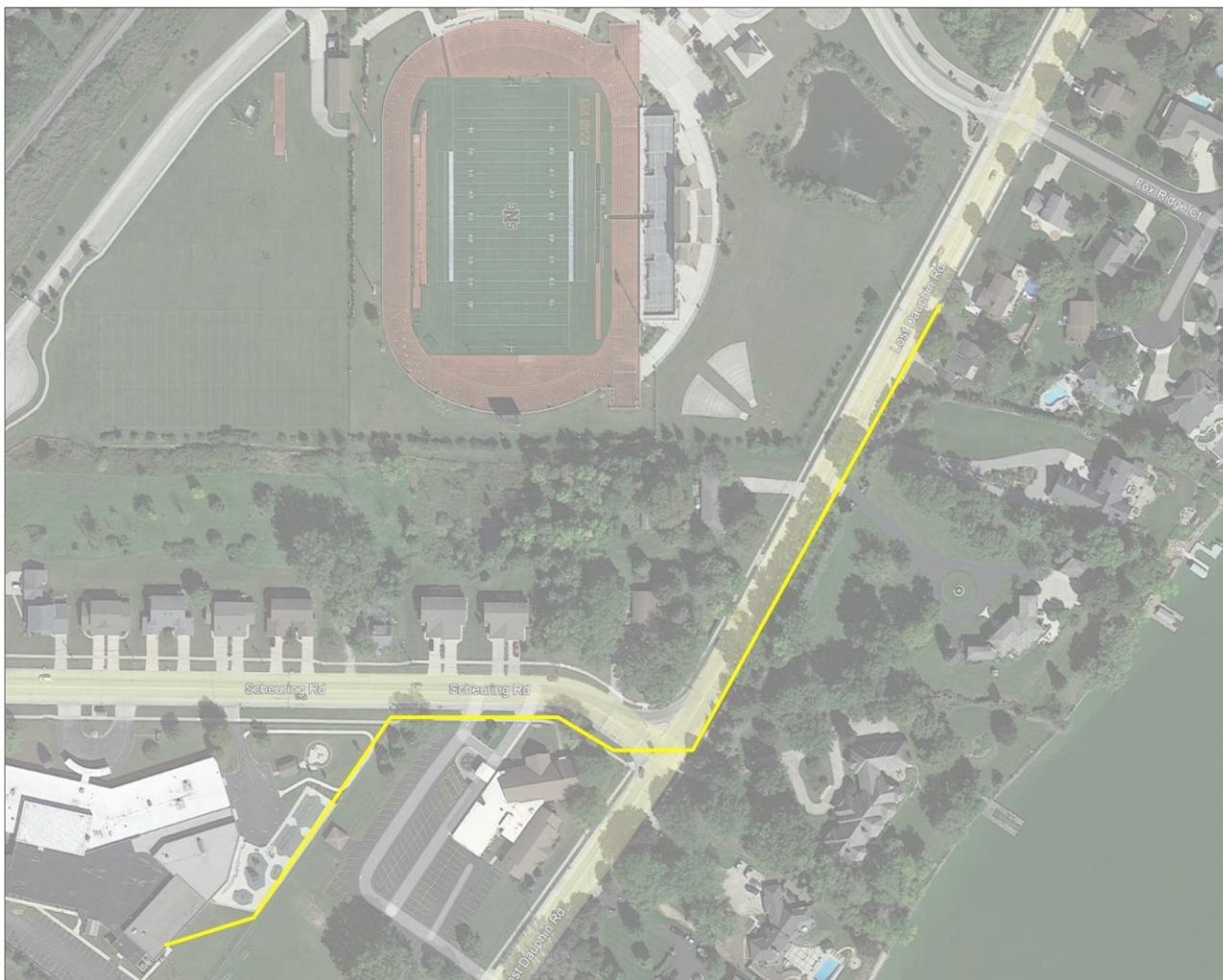
*ABOVE ROUTE DEPICTED IN MAGENTA ON THE BELOW MAP*



## Attachment 5B. BC & SNC #1 SYBLE HOPP

Brown County will own and operate a single 2" duct with 6 strand fiber optic cable from 755 Scheuring Rd, De Pere, WI 54115 (Sybil Hopp School) to 1615 Lost Dauphin Street, De Pere, WI 54115 (SNC Donald J Schneider Stadium handoff point)

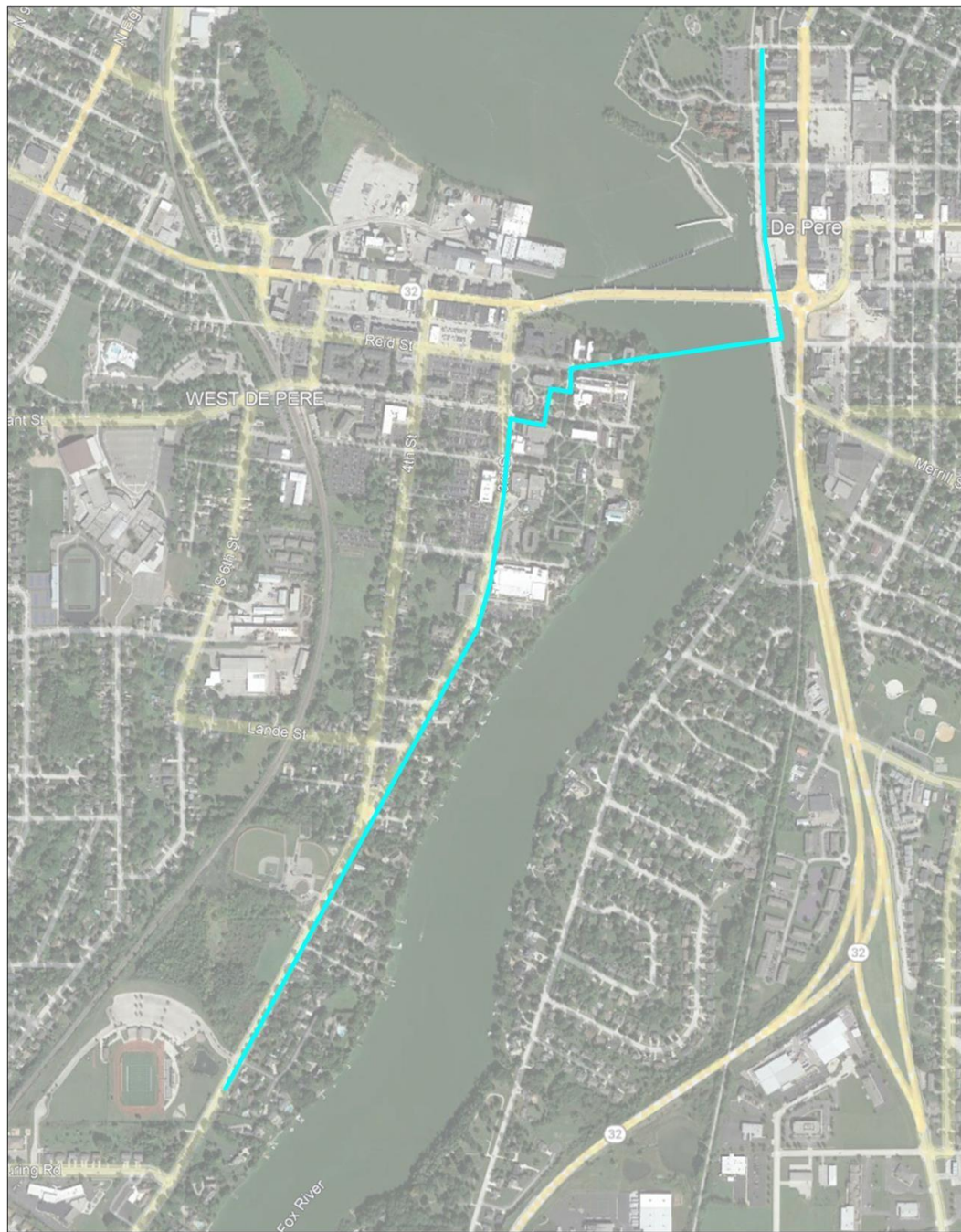
*ABOVE ROUTE DEPICTED IN YELLOW ON THE BELOW MAP*



## Attachment 5C. BC & SNC #2 KRESS

Brown County will have exclusive use rights to 3 pair of SNC-Owned and operated fiber optic cable strands extending from 1615 Lost Dauphin Street, De Pere, WI 54115 (SNC Donald J Schneider Stadium handoff point) to 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point).

*ABOVE ROUTE DEPICTED IN CYAN ON THE BELOW MAP*



## Attachment 5D. De Pere Fiber

City of De Pere exclusive use rights to 3 pair of BCCAN-Owned and operated fiber optic cable strands from 333 N Broadway, De Pere, WI 54115 (Kress Family Library handoff point) to 101 North Jefferson Street Green Bay, WI 54301 (Sophie Beaumont)

ABOVE ROUTE DEPICTED IN RED ON THE BELOW MAP



## Attachment 5E. St. Norbert College

St. Norbert College will have exclusive use rights to 2 pair of BCCAN-Owned and operated fiber optic cable strands from 1040 North Broadway Street, De Pere, WI 54115 (SNC Bird Hut Facility) to Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115.

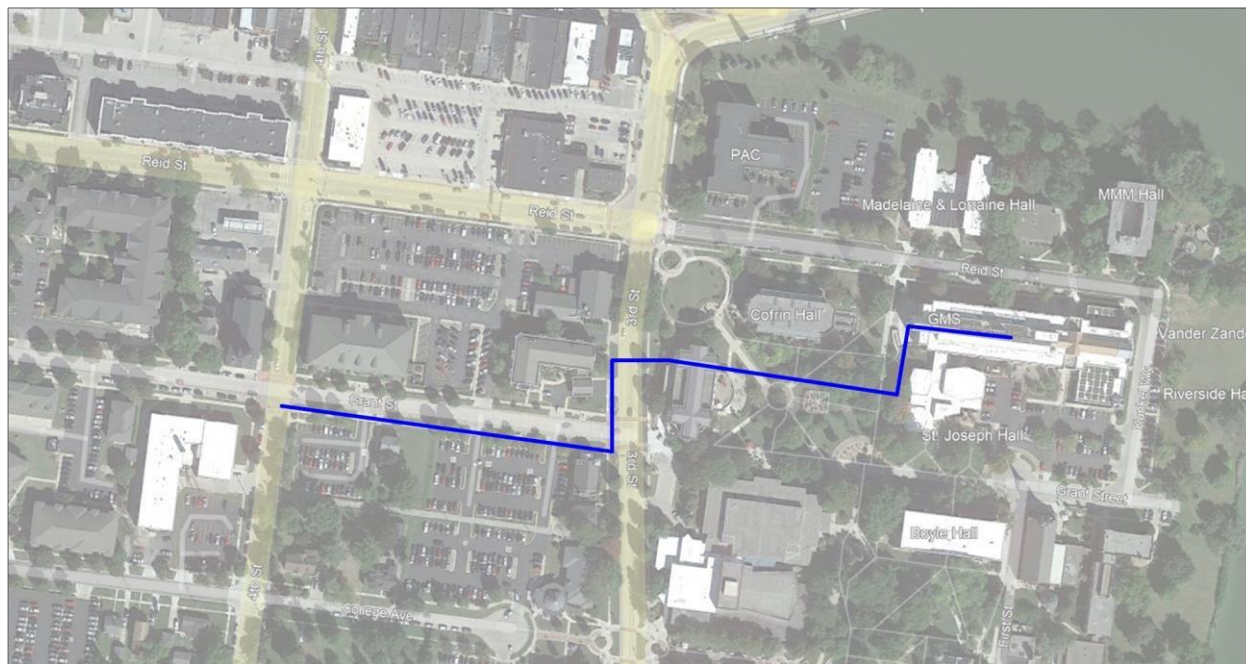
ABOVE ROUTE DEPICTED IN GREEN ON THE BELOW MAP



## Attachment 5F. Brown County SNC Reid

Brown County will be granted access to SNC owned and operated duct network from the southwest corner of Reid Street and 4<sup>th</sup> Street Intersection to the SNC Campus at Gehl-Mulva Science Center at 119 Reid Street, De Pere, WI 54115 for placement of a Brown County Owned 288 strand fiber optic cable.

ABOVE ROUTE DEPICTED IN BLUE ON THE BELOW MAP



## Attachment 5G. UWGB-Provided facilities #1

Access to UWGB Property on UWGB-Owned South Circle Drive extending from Nicolet Drive to the UWGB Duct System Manhole # S13 for placement of a dual – 2" duct pack and 2 – 96 strand fiber optic cables.

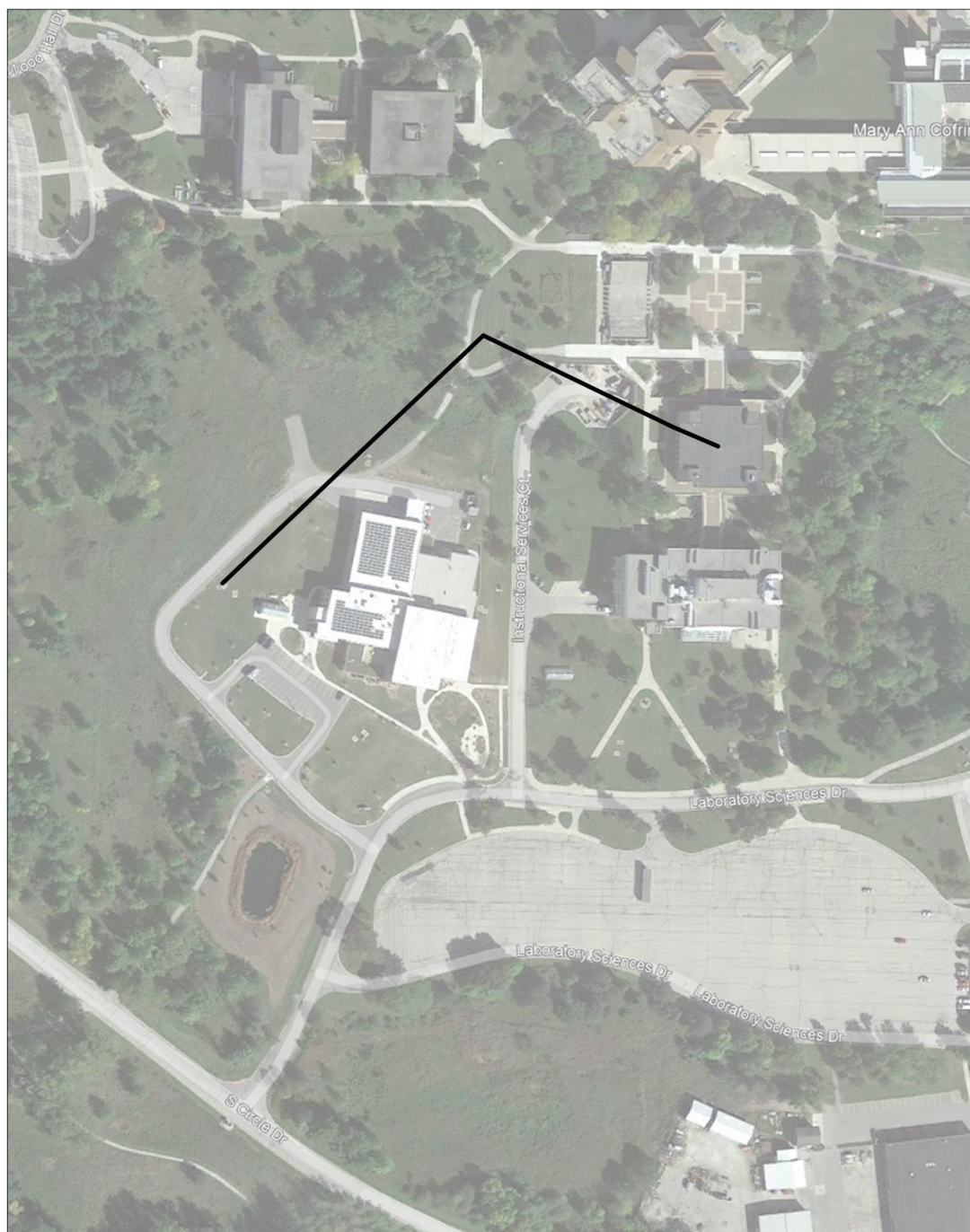
ABOVE ROUTE DEPICTED IN BLACK ON THE BELOW MAP



## Attachment 5H. UWGB-Provided facilities #2

Access within UWGB Duct system from Manhole S13, to S14, to S15, to S16, to S17 to 2400 Main Entrance Drive, Green Bay WI 54311 (Cofrin Library) for placement of 2 – 96 strand fiber optic cables

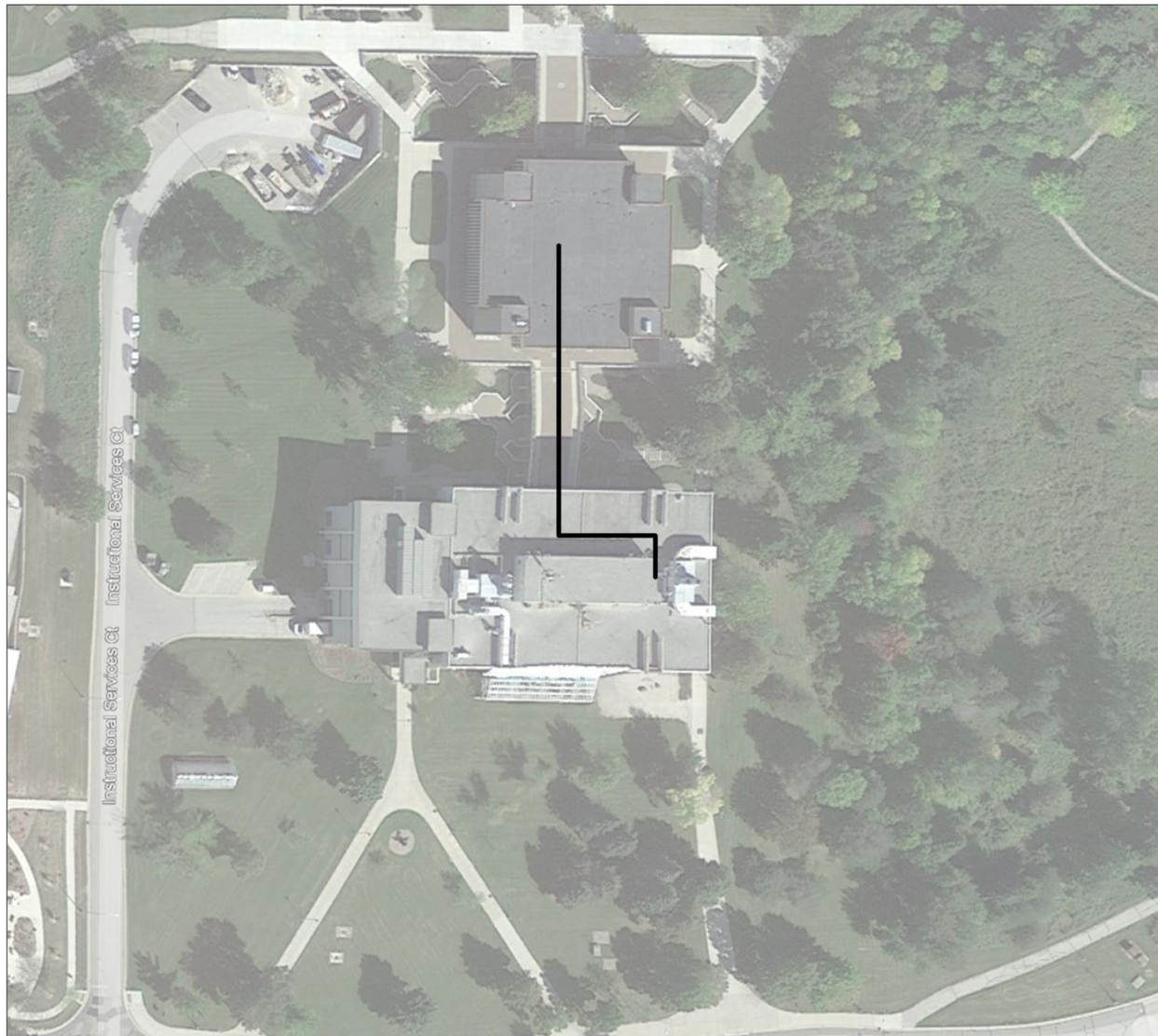
ABOVE ROUTE DEPICTED IN BLACK ON THE BELOW MAP



### Attachment 5I. UWGB-Provided facilities #3

Access within 2400 Main Entrance Drive, Green Bay WI 54311 (Cofrin Library) and 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) for placement of 2 – 96 strand fiber optic cables

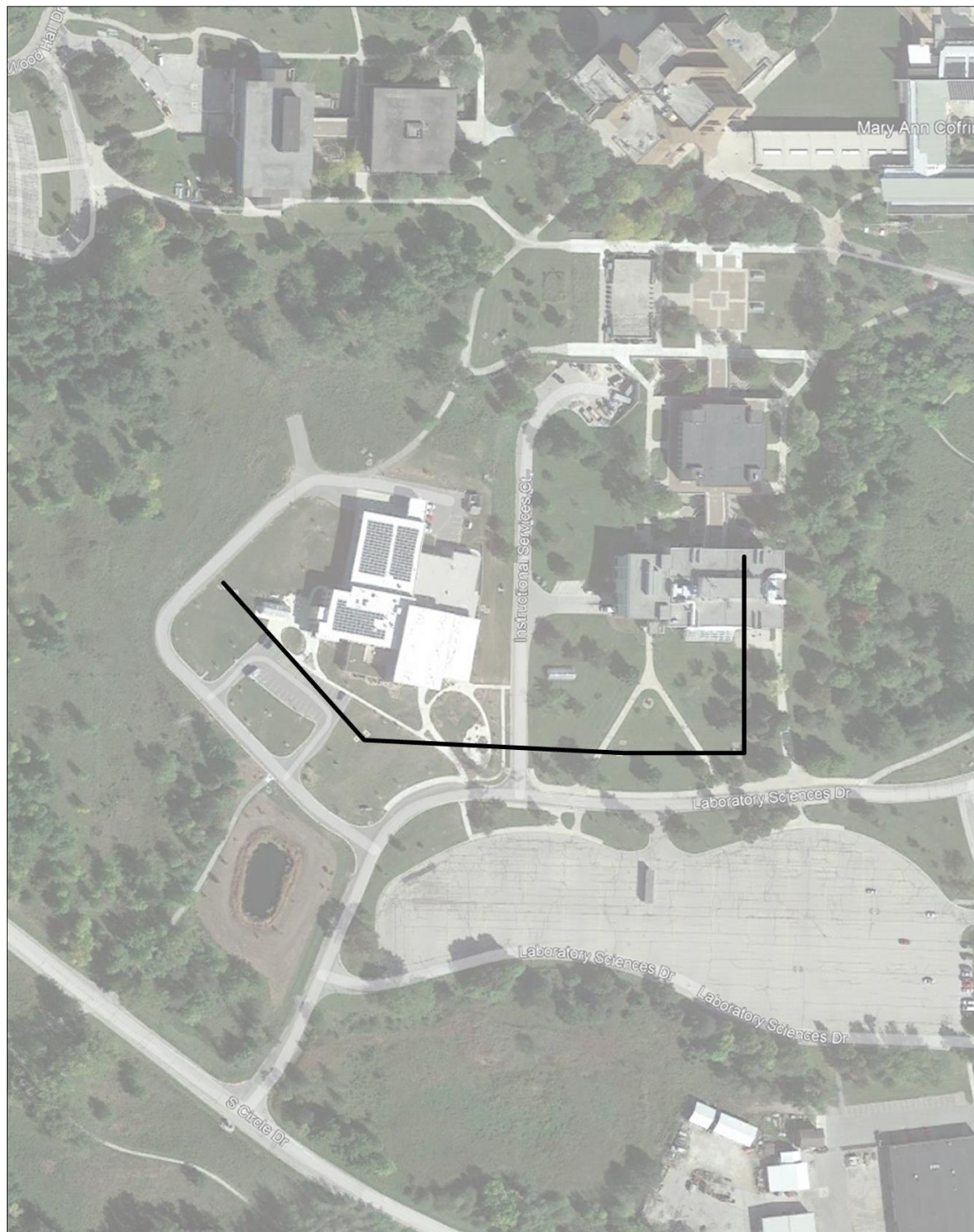
ABOVE ROUTE DEPICTED IN BLACK ON THE BELOW MAP



## Attachment 5J. UWGB-Provided facilities #4

Access within UWGB Duct system from Manhole S13 to S12, to S11, to S10, to S9 to 2360 Lab Sciences Drive, Green Bay, WI 54311 (UWGB Wiscnet POP) for placement of 2 – 96 strand fiber optic cable.

ABOVE ROUTE DEPICTED IN BLACK ON THE BELOW MAP



# CITY OF DE PERE MEMO



To: Mayor James Boyd  
Members of the Finance/Personnel Committee  
From: Steve Massey, IT Director  
Date: November 8, 2023

RE: **Brown County Fiber Trade Agreement**

Brown County, University of Wisconsin-Green Bay, St. Norbert College, Inc., and the City of De Pere have been trading fiber optic cables since 2013 to provide network connectivity between parties and Internet access. Fiber optic trading allows each party to use another parties fiber optic cables at no cost. To date there has been no formal legal binding agreement between the above-mentioned parties. The attached agreement is being put in place to formalize the Indefeasible Right of Use (IRU) for existing fiber optic trades between above mentioned parties. I recommend signing the agreement to protect the City's ongoing use of Brown County fiber optic cables. This agreement has been reviewed by our City Attorney.

Please reach out to me prior to the meeting with any questions you may have.



**City of De Pere, Wisconsin**

**Request For Finance/Personnel Committee Action**

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**MEETING DATE:** November 14, 2023

**DEPARTMENT:** City Attorney

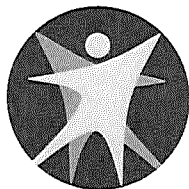
**FROM:** Amy Darnick

**SUBJECT:** Consideration and Possible Action on Local Public Health Infrastructure grant for the Health Department.\*

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**ATTACHMENTS:**

- LPHD Public Health Infrastructure grant (PDF)
- LPHD Public Health Infrastructure grant (2) (PDF)
- HD Memo for Finance 11-2023 (PDF)



**GRANT AGREEMENT**  
between the  
**State of Wisconsin Department of Health Services**  
and  
**Depere Department Public Health**  
for  
**LPHD Public Health Infrastructure Grant**

DPH Contract No.: 61880

Agreement Amount: \$105,800

Agreement Term Period: 12/01/2022 to 11/30/2027

GEARS Pre-Packet No: 24665

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Debbie Armbruster

Grantee Email: darmbruster@deperewi.gov

Grantee Unique Entity Identifier (UEI) Name: De Pere Health Department

Grantee Unique Entity Identifier (UEI) Number: NETWXQK1LN95

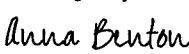
DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

**State of Wisconsin**  
**Department of Health Services**

Authorized Representative

Name: Anna Benton

Title: Assistant Administrator, Division of Public Health

Signature: 

DocuSigned by:

AF2CECDAF36A431...

Date: 10/6/2023

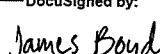
**Grantee**

Entity Name: De Pere Health Department

Authorized Representative

Name: James Boyd

Title: Mayor

Signature: 

DocuSigned by:

50C8D1E932AB48A...

Date: 10/6/2023

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**Wisconsin Department of Health Services  
Contract Centralization Legal Review**

Agreement Number: **61880**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

NA

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:

*Cody Wagner*

Name: Cody Wagner

Title: Office of Legal Counsel

10/5/2023

Date Signed

Revision: 8/2/2022 (previous versions obsolete)



## 1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

**Agency:** an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

**Assistance Listing:** refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

**Business Associate:** pursuant to 45 C.F.R. § 160.103, a business associate includes:

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

**Business Day:** any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

**Confidential Information:** all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

**Day:** calendar day unless otherwise specified in this Agreement.

**DHS:** Department of Health Services.

**Grant Administrator:** individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

**Personally Identifiable Information:** an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**Protected Health Information (PHI):** health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

**Publicly Available Information:** any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

## 2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

## 3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).  
DHS' principal business address is: 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.
- B. The Grantee is: Depere Dph  
The Grantee's principal business address is: 335 S BROADWAY, DE PERE, WI, 541153000

## 4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

### 4.1 List of Exhibits

Exhibit 1: Scope of Work

## 5. CONTACT INFORMATION

DHS Grant Administrator  
DHS Grant Administrator: **Anna Benton**  
DHS Email: **DHSGACMail@dhs.wisconsin.gov**

Grantee Grant Administrator  
Grant Administrator Name: **Ms Debbie Armbruster**  
Email: **darmbruster@deperewi.gov**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

## 6. PAYMENT FOR GRANT AWARD

- A. All payments to non-municipalities, non-profits, and UW departments will be made as electronic funds transfers (EFT), by the 1<sup>st</sup> of the month or the 1<sup>st</sup> banking day following the scheduled payment date, whichever is later. All payments to municipalities will be made as electronic fund transfers (EFT) by the 5<sup>th</sup> of the month or the 1<sup>st</sup> banking day following the scheduled payment date, whichever is later. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: <https://health.wisconsin.gov/cars/GetIndexServlet>.
- B. DHS will assign a GEARS agency number to the Grantee.
- C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- D. The Grantee shall submit expenditures on the form required by DHS to the following email: [DHS600RCARS@dhs.wi.gov](mailto:DHS600RCARS@dhs.wi.gov).
- E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by DHS.
- F. Expense reports received timely in accordance with the GEARS Processing Dates schedule will be reviewed and processed per the GEARS Processing Dates schedule.
- G. Payments to the Grantee shall not exceed the total Agreement award.
- H. If DHS determines, after notice to the Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within thirty (30) days of notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

## 7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

## 8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.govregs.com/regulations/2/200.322>





## 9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: <https://doa.wi.gov/Pages/SBOPForms.aspx>.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services  
Division of Enterprise Services  
Bureau of Procurement and Contracting  
Affirmative Action Plan/CRC Coordinator  
1 West Wilson Street, Room 672  
P.O. Box 7850  
Madison, WI 53707  
[dhscontractcompliance@dhs.wisconsin.gov](mailto:dhscontractcompliance@dhs.wisconsin.gov)

## 10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §

701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services  
Civil Rights Compliance  
Attn: Civil Rights Compliance Officer  
1 West Wilson Street, Room 651  
P.O. Box 7850  
Madison, WI 53707-7850  
Telephone: (608) 267-4955 (Voice)  
711 or 1-800-947-3529 (TTY)  
Fax: (608) 267-1434  
Email: [DHSCRC@dhs.wisconsin.gov](mailto:DHSCRC@dhs.wisconsin.gov)

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services  
Division of Enterprise Services  
Bureau of Procurement and Contracting  
Affirmative Action Plan/CRC Coordinator  
1 West Wilson Street, Room 672  
P.O. Box 7850  
Madison, WI 53707  
[dhscontractcompliance@dhs.wisconsin.gov](mailto:dhscontractcompliance@dhs.wisconsin.gov)

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

## **11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether

physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.
- C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
  1. \$1,000 for each individual whose Confidential Information was used or disclosed;
  2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA:* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually

Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

## 12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

## 13. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.
- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

## 14. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission  
PO Box 7125  
Madison, WI 53707-7125  
Fax: (608) 264-9319

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

## 15. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

## 16. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

## 17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

## 18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided

and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
  - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
  - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding*: DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
  2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
  3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
  4. Report on compliance for each major program and a report on internal control over compliance.
  5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
  6. \* DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
  7. \*Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
  8. \*Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
  9. \*Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- \*NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to [DHSAuditors@Wisconsin.gov](mailto:DHSAuditors@Wisconsin.gov) with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or

review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
  - 1. The auditee did not have an audit.
  - 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
  - 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
  - 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
  - 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions*: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
  - 1. Requiring modified monitoring and/or reporting provisions;
  - 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
  - 3. Disallowing the cost of audits that do not meet these standards;
  - 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
  - 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
  - 6. Assessing financial sanctions or penalties;
  - 7. Discontinuing contracting with the auditee; and/or
  - 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

## 19. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.

- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

## 20. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

## 21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
  - 1. Increased or decreased volume of services.
  - 2. Changes required by state and federal law or regulations or court action.
  - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.  
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.  
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.  
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.

In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

- F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
  2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
  3. Makes an assignment for the benefit of creditors;
  4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
  5. Incurs a delinquent Wisconsin tax liability;
  6. Fails to submit a non-discrimination or affirmative action plan as required herein;
  7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
  8. Becomes a federally debarred Grantee;
  9. Is excluded from federal procurement and non-procurement Agreements;
  10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
  11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
  12. Grantee performance threatens the health or safety of a state employee or state customer.

## 22. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

## 23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:

1. A brief statement of the issue.
  2. The steps that have been taken to resolve the dispute.
  3. Any suggested resolution by either party.
- B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

## 24. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **45 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

## 25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

## 26. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

## 27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

## 28. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

**29. ASSIGNMENT**

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

**30. ANTI-LOBBYING ACT**

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/portal/forms/download/116430>. A completed disclosure must be provided upon Department request.

**31. DEBARMENT OR SUSPENSION**

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

**32. DRUG FREE WORKPLACE**

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

**33. MULTIPLE ORIGINALS**

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

**34. CAPTIONS**

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

**35. SPECIAL PROVISIONS, IF APPLICABLE**

The following special provisions are required:

Match requirements: None

**36. NULL AND VOID**

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

**37. FUNDING CONTROLS**

| <b>Funding Control</b> | <b>Explanation</b>                                                                                                                                                                                 |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3-month                | Payments through Jun 30 of the contract year are limited to 3/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level. |
| 4-month                | Payments through Jun 30 of the contract year are limited to 4/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level. |
| 5-month                | Payments through Jun 30 of the contract year are limited to 5/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level. |
| 6-month                | Payments through Jun 30 of the contract year are limited to 6/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level. |
| 9-month                | Payments through Jun 30 of the contract year are limited to 9/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level. |
| N/A                    | Profile does not require funding control.                                                                                                                                                          |

**38. FEDERAL AWARD INFORMATION**

|                                                                           |                                                                                                  |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| DHS Profile Number                                                        | 155820                                                                                           |
| FAIN                                                                      | NE11OE000050                                                                                     |
| Federal Award Date                                                        | 8/22/2023                                                                                        |
| Subaward period of Performance Start Date                                 | 12/1/2022                                                                                        |
| Subaward period of Performance End Date                                   | 11/30/2027                                                                                       |
| Amount of Federal Funds obligated (committed) by this action              | \$105,800                                                                                        |
| Total Amount of Federal Funds obligated (committed)                       | \$105,800                                                                                        |
| Federal Award Project Description                                         | Strengthening Wisconsin's Governmental Public Health Infrastructure, Workforce, and Data Systems |
| Federal Awarding Agency Name (Department)                                 | Department of Health and Human Services - Centers for Disease Control and Prevention             |
| DHS Awarding Official Name                                                | Debra K. Standridge                                                                              |
| DHS Awarding Official Contact Information                                 | 608-266-9622                                                                                     |
| Assistance Listing Number                                                 | 93.967                                                                                           |
| Assistance Listing Name                                                   | CDC's Collaboration with Academia to Strengthen Public Health                                    |
| Total made available under each Federal award at the time of disbursement | \$53,506,756                                                                                     |
| R&D?                                                                      | No                                                                                               |
| Indirect Cost Rate                                                        | 7.9%                                                                                             |

**39. GEARS PAYMENT INFORMATION*****DHS GEARS STAFF INTERNAL USE ONLY***  
**GEARS PAYMENT INFORMATION**

The information below is used by DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2025

|           |              |              |                            |                          |                         |
|-----------|--------------|--------------|----------------------------|--------------------------|-------------------------|
| Agency #: | Agency Name: | Agency Type: | GEARS Contract Start Date: | GEARS Contract End Date: | Program Total Contract: |
| 472779    | Depere Dph   | 60           | 12/1/2022                  | 11/30/2025               | \$105,800               |

| Profile ID# | Profile Name            | Profile Note | Profile Current Amount | Profile Change Amount | Profile Total Amount | Funding Controls <sup>1</sup> |
|-------------|-------------------------|--------------|------------------------|-----------------------|----------------------|-------------------------------|
| 155820      | PH Infrastructure - LHD |              | -                      | \$105,800             | \$105,800            | N/A                           |
|             |                         |              |                        |                       | \$105,800            |                               |

<sup>1</sup> See "Funding Controls."



## **Strengthening Wisconsin's Governmental Public Health Infrastructure, Workforce, and Data Systems Funding: Local Health Department Scope of Work**

### **Funding Summary**

The COVID-19 pandemic emphasized the critical importance of a robust public health system. The pandemic also accentuated long-standing weaknesses and created new challenges to the U.S. public health infrastructure. Moreover, COVID-19 affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in some conditions and worsening others. Public health partners need the capacity to regain their footing in these areas and then accelerate their efforts.

CDC's *Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (PHI) funding* is meant to help address these needs by providing support for core infrastructure improvements in the public health workforce (A1), capacity to implement the Foundational Capabilities (A2), and data infrastructure (A3). Investments in these three strategy areas will have sustained effects that position recipient agencies to better meet ongoing and future public health needs of the communities they serve. The Wisconsin Division of Public Health (DPH) has received PHI Grant funding from the CDC and is passing through 40% of A1 Workforce funding to local and Tribal health department (LTHD) partners.

### **Wisconsin DPH Vision for PHI Grant**

DPH's long-term goal is for our statewide governmental public health system to be equipped with the financial and human resources needed to provide all Foundational Capabilities<sup>1</sup> to every community in Wisconsin. Realizing this vision will be dependent on articulating both the anticipated positive human and economic impacts to investing in public health, and the exact type of investments required to realize those impacts across the State.

The Foundational Capabilities are the basic set of core functions that underlie the successful execution of governmental public health programs. They align with the Ten Essential Services and with accreditation; and they include the administrative, organizational, and operational skills and resources required to identify public health needs, design and evaluate programs to meet them, and manage the resources and diverse community partnerships required to implement those programs. Health departments that are equipped to provide the Foundational Capabilities will be more capable of meeting the unique population health needs of all people in Wisconsin.

DPH plans to achieve this goal include: (1) refining our definition of core public health services more concretely in FPHS terms; (2) quantifying the resources and staff

<sup>1</sup> "Foundational Capabilities" is a term developed by the Foundational Public Health Services model to describe the cross-cutting skills and functions required for successful operation of governmental public health agencies and the programs they implement. Please see [this overview of the FPHS model](#) for more information.

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required to implement them through a robust assessment of the governmental public health system; and (3) addressing identified gaps through strategic positions and actions that provide needed training, skills development, and application opportunities at both the State and local levels.

### **Available Funding**

From Wisconsin's PHI award, the Department of Health Services (DHS) is allocating 40% of A1 (Workforce) funding to Wisconsin local and Tribal health departments, including \$16.8 million to local health departments (LHDs) and \$344,152 to Tribal health departments.

Local Health Departments: The State used a distribution formula for local health departments that includes 25% of the allocation as a base of \$50,189 per jurisdiction, 25% based on jurisdiction population, and 50% based on the Census Bureau's Community Resilience Estimate (CRE) score of individuals with three or more risk factors within the population. This adjustment serves to help direct additional resources towards areas with greater need. A spreadsheet of allocations by jurisdiction has been distributed via email and is available on the COVID-19 Resources PHHS SharePoint site.

Tribal Health Departments: Since there is no CRE data available for Tribes, developing plans for allocating the designated funds will be a collaborative process with Tribal partners. A separate Scope of Work will be made for Tribes, following that collaborative process. The remainder of this Scope of Work will therefore focus on LHDs.

Each jurisdiction is allowed to partner with other jurisdictions and redirect any portion of their funding to a different LHD if both/all parties desire to do so. In such circumstances, all involved jurisdictions should connect with the PHI Grant Manager prior to submitting their work plan or signing their contract and should ensure that the arrangement was approved by the PHI Grant Manager or designated contact and is reflected in all pertinent workplans. Should a jurisdiction wish to redirect any portion of their funding to a different entity after signing their contract, they will be able to do so but will be responsible executing and reporting to DPH on that subcontracting.

Over and above the A1 funding detailed above, all LTHDs that submitted a costing and capacity assessment by the September 8, 2023 deadline as set by WALHDAB and Rede Group will see an additional \$2,400 allocation to help offset that effort.

### **Funding Periods**

Allocated funding is available for expenses incurred from December 1, 2022 through November 30, 2027. The funding will be made available through a single five-year agreement but split across two funding periods. The first funding period will be for December 1, 2022 through November 30, 2025. After this first funding period,

remaining funds will be de-obligated from the first funding profile in the Grant Enrollment, Application, and Reporting System (GEARS) and re-obligated to a second funding profile; this second funding period will run through November 30, 2027. The PHI Grant Manager and Specialists will be in touch during year three as we navigate the transition and confirm details for the final funding period.

### **Funding Purpose**

The key expected outcomes of this funding include: (1) the hiring, retention, and training of diverse staff with improved wages and protections, ideally in positions that directly support the Foundational Capabilities; and (2) the increased capacity of public health agencies to implement the Foundational Capabilities.

### **Optional Redirecting of Funds**

In May 2023, LHDs were provided the opportunity to submit memoranda of understanding (MOUs) to the PHI Grant Manager indicating the intention to have DPH redirect PHI Grant funds to another LHD for the first funding period (12/1/2022 - 11/30/2025). LHDs will still have the opportunity to contract out with PHI Grant funds if they did not submit MOUs, but will need to direct those funds themselves rather than having DPH do so. As the transition to the second funding period approaches (Fall 2025), LHDs will have the opportunity to redirect all or a portion of their remaining PHI Grant funds; they will not, however, be able to decrease any previously redirected amounts (i.e., taking back a portion DPH had already redirected to another agency).

### **Allowable Expenses**

In preparation for this grant opportunity, DPH received significant input from health officers and other public health partners across Wisconsin that informed the development of DPH's proposal. Options provided below for LHD consideration are aligned with the DPH's PHI A1. Workforce and A2. Foundational Capability strategies and are designed to be mutually reinforcing.

Although LHDs are encouraged to pick from these options where feasible, DPH intends to be as flexible as possible with the allocated funds to ensure maximum utility and impact. As such, LHDs that feel a desired activity cannot fit within the options outlined below may either: (1) visit the full spectrum of activity options provided by the CDC in the Notice of Funding Opportunity (NOFO) [Appendix 1: Sample Activities](#), or (2) create their own activity, so long as it clearly aligns with the stated Funding Purpose. In these cases, when providing the requested workplan, the LHD should choose "other CDC-provided activity" or "other LHD created activity" and then follow the prompts to provide an overview of the activity and, where applicable, how it aligns with the Funding Purpose.

**NOTE:** "Public health staff" as referenced throughout this document refers to any staff employed by or contracted with a local health department. Furthermore, activities included in eventual work plans could be delegated to or carried out by any type of public health staff, be they existing staff or new/contracted staff funded by PHI Grant

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dollars. Please note, however, that all recipients will be asked to report on the number and type of positions supported by PHI Grant dollars in any way (including sub-contracts); please incorporate this reporting need into the development of staff-planning.

*Recruit and hire new public health staff*

- ☐ Expand and improve recruitment efforts
- ☐ Improve hiring systems, practices, and support structures (e.g., create new or revise existing job descriptions, revise job pay scales, offer hiring incentives, establish or expand internships, fellowships, and related programs, including but not limited to the Area Health Education Centers (AHEC) Community Health Internship Program)
- ☐ Implement policies and practices that increase the diversity of applicant pools and the hiring, training, and retention of a diverse workforce

*Retain public health staff*

- ☐ Implement practices and policies that improve workplace culture and work-life balance for staff (e.g., hybrid work opportunities, retention incentives, sabbatical programs, promotional opportunities, leadership tracks, changing job classifications, etc.)
- ☐ Support existing staff time spent on Foundational Capabilities work (see objective, "Support the implementation of Foundational Capability work")
- ☐ Create/expand availability of leadership development opportunities
- ☐ Provide supplemental support to temporary staff (e.g., AmeriCorps members, etc.)
- ☐ Improve or establish retention practices

*Support and sustain the public health workforce*

- ☐ Expand employee well-being programs
- ☐ Strengthen employee engagement programs and methods
- ☐ Support staff participation in activities like strategic planning
- ☐ Expand staff involvement in professional networks

*Train new and existing public health staff*

- ☐ Support staff time to participate in DPH PHI Workforce Assessment; note that this is an individual-level staff assessment that will be implemented in mid- to late summer of 2023, and is separate from the agency-level costing and capacity assessment
- ☐ Cover staff time to participate in training related to Foundational Capabilities, including the development of leadership skills (e.g., covering the cost of a training course or offering tuition reimbursement, etc.)
- ☐ Support time and training costs for staff seeking to build deeper skill sets in strategic areas connected to the Foundational Capabilities, (e.g., data visualization, performance management/quality improvement, communications, partnership development, health equity/social determinants of health, etc.)

*Strengthen workforce planning, systems, processes, and policies*

- ☐ Create or revise workforce development plan/strategies
- ☐ Create or modify staff positions or position descriptions to focus on key crosscutting workforce issues and/or Foundational Capabilities
- ☐ Support infrastructure needed to facilitate policy, systems, and environmental change work (e.g., human resource and other information systems, online recruitment and hiring portal, workforce training system, etc.)
- ☐ Support staff time to participate in the agency-level Costing and Capacity Assessment (above and beyond the amount afforded through the \$2,400 as described above), as well as other state and national assessments

*Support the implementation of Foundational Capability work, focusing on areas of need or current gaps:*

- ☐ Support time for staff to participate in accreditation or reaccreditation activities
- ☐ Support time for staff to strengthen or develop community partnerships
- ☐ Use evidence-based methods of garnering and integrating community voice, particularly in community health assessment and improvement plan processes
- ☐ Support efforts to align and/or integrate State Health Assessment and Improvement Plan priorities with local efforts, including the Community Health Assessment and Improvement Plan where relevant
- ☐ Support time for staff to implement community health improvement plan priorities
- ☐ Support time for staff to implement other work that is directly connected to implementing the Foundational Capabilities, and/or the capacity of the agency to implement the Foundational Capabilities in the long-term; grantees are encouraged to be innovative in identifying mechanisms to promote the development of these foundational skills within their workforce and agency as a whole
- ☐ Support the infusion of diversity, equity, and inclusion in programs, policies, or approaches; may include staff time required to review and revise these efforts, staff time required to implement these approaches, the implementation of a training program or paying for a consultant to provide related training, or other innovative approaches designed to infuse DEI within public health practice, as suggested by the FPHS model

*Other objectives:*

- ☐ Objective set by LHD that supports grant implementation
- ☐ Other LHD created activity that supports Funding Purpose
- ☐ Other CDC-provided activity (please specify from NOFO)

**NOTE:** In recognition of equity as a central component of the FPHS model and the State Health Assessment and Improvement Plan (SHA/SHIP), DPH also encourages jurisdictions to identify mechanisms to incorporate equity, the social determinants of health, and alignment with the SHA/SHIP within their PHI Grant activities where

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possible. DPH is available upon request to support jurisdictions in intentionally considering how to incorporate such an approach.

#### Important Notes Regarding Allowable Expenses

Per the NOFO, "recipients may use funds only for reasonable program purposes, including personnel, travel, supplies and services." Some costs associated with recruitment and hiring are allowable, including supplies and equipment needed to perform their jobs, personal protective equipment, data management, and other necessary supplies. The parameters related to allowable costs that might be implicated in proposed activities are outlined in 45 CFR part 75.

Additionally, please note that payments under this award will be subject to the provisions of:

- the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200), including the cost principles and restrictions on general provisions for selected items of cost.
- CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>

Payments from the PHI Funds may be used only to cover costs incurred by the LHD between December 1, 2022 and November 30, 2025 for this first funding period, and through November 30, 2027 overall.

#### **Unallowable Expenses**

Per the NOFO, funds may not be used for any of the following:

- Funds may not be used for research (detailed definition here).
- Funds may not be used for clinical care except as allowed by law.
- Generally, funds may not be used to purchase furniture or equipment (detailed definition here). Any such proposed spending must be discussed with DPH for review by CDC.

Additionally, funds may not be duplicative and supplanting grantee funds by replacing or releasing available local grantee funds for alternative uses is not allowed.

#### **Reporting Requirements**

Recipient LHDs will be required to submit the following reports by the dates specified below.

- Just as is required in current version of the DPH Consolidated Contract, the PHI Grant program requires that LHDs complete a quarterly reconciliation process to ensure that they are tracking their remaining balances and previously submitted expenses. In lieu of a detailed financial report, the PHI Grant Management Team

will request a copy of the result of this reconciliation each quarter. This will allow us to ensure alignment and that LHDs are monitoring spenddown regularly.

- **Activity Selection and Project Workplan**

Within 60 days of initial contract receipt, the grantee will submit a response to the LTHD Workplan Development Survey [here](#). This response will constitute the workplan, which need not be lengthy but should provide a sufficient overview of intended plans and any anticipated needs for the 5-year duration of the contract. DPH will seek to use this information to ensure alignment with the NOFO and DPH workplans and to identify potential statewide needs for technical assistance (TA), consultation, or support. Please note that we are aware that plans are likely to change multiple times over the course of these two funding periods. Revisions to activities and workplans are acceptable and expected.

- **Progress Reports**

Required project reporting will occur semiannually through completion of a form provided by DPH. The template will ask for the following information:

- **Project Update:** This will be a short narrative description of progress made on workplan objectives/activities and staff (new or existing) supported by grant funds. This will include the requirement to attribute expenses submitted during the previous period to the objectives/activities in the workplan.
- **Needed Technical Assistance (TA):** Any request for support, consultation, and/or technical assistance to mitigate challenges and/or develop activities and concepts in support of grant objectives.
- **Annual Updates:** In every other semiannual report, jurisdictions will be asked to share examples of impacts, and will also be asked to identify any major changes in their intended use of funds for the upcoming year.

Reporting deadlines through the full five-year agreement:

- Year 1 Report A – *not required based on timing of release of funds*
- Year 1 Report B – due on 12/29/2023
- Year 2 Report A – due on 06/28/2024
- Year 2 Report B – due on 12/30/2024
- Year 3 Report A – due on 06/27/2025
- Year 3 Report B – due on 12/30/2025
- Year 4 Report A – due on 06/26/2026
- Year 4 Report B – due on 12/30/2026
- Year 5 Report A – due on 06/29/2027
- Year 5 Report B – due on 12/30/2027

- **Monthly GEARS Expenditure Reporting**

08/30/2023

- Just as is required in current version of the DPH Consolidated Contract, the PHI Grant program requires that LHDs submit monthly expenditure reports by the end of the month following the reporting period. See detailed instructions for submitting expenditure reports on [this page](#). Please note that reports should be submitted via email to [DHS600CARS@dhs.wisconsin.gov](mailto:DHS600CARS@dhs.wisconsin.gov) and we ask that you copy [DHSDPHPHIGrant@wi.gov](mailto:DHSDPHPHIGrant@wi.gov) on each submission.

### **Contacts**

If you have any questions regarding this funding including allowable uses of funding, requests for purchasing of equipment, GEARS reporting requirements, or other questions, please send them to the shared PHI Grant Management Team inbox, [DHSDPHPHIGrant@wi.gov](mailto:DHSDPHPHIGrant@wi.gov).

### **Resources**

[Quality Training Standards](#) | [Training Development](#) | [CDC](#) – All trainings should strive to adhere to CDC's Quality Training Standards and, when appropriate, to be made available through [CDC TRAIN](#).

### **Required Disclosures**

#### **Violations**

Consistent with 45 CFR 75.113 LHDs must disclose, in a timely manner in writing to DHS and the US HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at addresses available from DHS.

Disclose, in a timely manner in writing to the prime recipient (pass through entity, WI DHS) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services  
 Judith Davis, Grants Management Specialist  
 Centers for Disease Control and Prevention  
 Office of Financial Services  
 2939 Flowers Rd  
 Atlanta, GA 30341  
 Email: [xxg6@cdc.gov](mailto:xxg6@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)

-- AND --

U.S. Department of Health and Human Services

08/30/2023

Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC 20201  
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line)



# CITY OF DE PERE MEMO



To: Mayor James Boyd  
De Pere Finance Committee  
From: Debbie Armbruster, Health Director/Health Officer  
Date: 11/9/2023

RE: Grant Agreement between State DHS and LPHD De Pere Health Department for the Public  
Health Infrastructure Grant DPH Contract #61880

Please review and consider approval of this Public Health Infrastructure grant between the State of WI and De Pere Health dept. to support foundational capabilities and core infrastructure improvements in the public health workforce through 2027.



City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

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**MEETING DATE:** November 14, 2023

**DEPARTMENT:** City Attorney

**FROM:** Angela Zills

**SUBJECT:** Consideration and Possible Action on Johnson Controls Access Control Inspection Agreement for Community Center.\*

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**ATTACHMENTS:**

- Memo..Johnson Control Agreement (11-14-23) (PDF)
- De Pere Community Center access control inspections proposal - CPQ 375096 (PDF)
- City of De Pere Planned Service Agreement - changes to CPQ 375096 (PDF)

# CITY OF DE PERE MEMO



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To: Mayor James G. Boyd, Chair  
Finance & Personnel Committee Members/Common Council

From: Eric Erdman, Assistant City Attorney

Date: November 14, 2023

RE: Discussion and Possible Action on Johnson Controls Agreement

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In connection with a requested review of the City's access control system inspection agreement with Johnson Controls Fire Protection LP (the "Company") at the Community Center, staff identified and negotiated necessary revisions. Those changes are summarized as follows:

- Removal of language that limited the City's ability to dispute the validity of invoices and insertion of language clarifying that additional Company invoices should only be generated when the services are not covered under the scope of the services agreement.
- Company would provide the City with notice prior to the Company exercising its options in connection with a material breach of an agreement.
- Deletion of the requirement that the City look exclusively to its insurer to recover for injuries or damage in the event of loss or injury and the requirement that the City waive its subrogation right of recovery against the Company.
- Deletion of the language requiring that the City exempt the Company from liability for occurrences which its equipment or service was designed to detect or avert.
- Revision of the City's agreement to indemnify, hold harmless and defend the Company against loss from any act or omission of the City only, instead of both the City and Company.
- Deletion of provisions requiring the City to name the Company as an additional insured on its liability policies.
- Lengthen the time frame that a claim can be brought against the Company from one to three years.
- Clarification of the choice of law section so that Wisconsin is listed as the proper forum.
- Expansion of the provision regarding the Company's ability to recover reasonable legal fees in connection with enforcing the terms and conditions of the agreement to allow for the City to also recover such reasonable fees.

Staff recommends approving the agreement with the proposed revisions.

# PSA Renewal\_De Pere City Hall\_410998\_Oct\_2023\_ - CPQ-375096

## Planned Service Agreement



Johnson Controls Fire Protection LP  
1941 Holmgren Way  
Green Bay WI54304  
USA

Proposal Presented On:  
04-24-2023





## SERVICE SOLUTION

Customer #: 410998  
City of De Pere  
Date: 24-Apr-23  
Proposal #: CPQ-375096  
Term: 1-Oct-23 to 30-Sep-28  
External Contract #: 659646 R04-DEC-2022  
Subscription ERP #:

Billing Customer:  
De Pere Community Center  
600 Grant St,  
De Pere, WI 54115-1318

Service Location:  
De Pere Community Center  
600 Grant St,  
De Pere, WI 54115-1318

Johnson Controls Fire Protection LP  
Sales Representative:  
Sarah Monson  
1941 Holmgren Way  
Green Bay WI 54304  
sarah.monson@jci.com

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### INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

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| SERVICE/PRODUCT DESCRIPTION               | QUANTITY | FREQUENCY                        | INVESTMENT |
|-------------------------------------------|----------|----------------------------------|------------|
| SYSTEM-AC-GEN AC<br>ACCESS CONTROL SYSTEM |          | City of De Pere Community Center | \$1,196.94 |
|                                           |          | Est. First Inspection: January   |            |

#### ACCESS CONTROL EXPERT SERVICE OFFER

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



## SERVICE SOLUTION

### SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

| Location                 | Address       | City    | State | Zip        | Access Control |
|--------------------------|---------------|---------|-------|------------|----------------|
| De Pere Community Center | 600 Grant St, | De Pere | WI    | 54115-1318 | \$1,196.94     |

### ACCESS CONTROL EXPERT SERVICE OFFER

#### SYSTEM-AC-GEN AC

PANEL ONLY REPLACEMENT AND LABOR COVERAGE OPTION FOR LISTED ACCESS CONTROL SYSTEMS:

The Precision Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (Motion sensors, access control readers, closed circuit television cameras, monitors, audible/ visible units, door contacts.) associated with system. Replacement of faulty wiring, batteries, and/or ground faults are not covered.

#### TEST AND INSPECTION OVERVIEW:

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility life safety system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

#### DOCUMENTATION:

Accessible components and devices shall be logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

### Customer Portal (Basic)

#### SYSTEM-AC-GEN AC

Basic Customer Portal functionality will be provided.

### Remote Service Support

#### SYSTEM-AC-GEN AC

Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00

pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and Security Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

## SERVICE SOLUTION

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.



## SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of De Pere** and is effective **1-Oct-23** (the "Effective Date") to **30-Sep-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**PAYMENT FREQUENCY:** Annual In Advance

Initials

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT:** \$1,196.94 - **Proposal #:** CPQ-375096

### PAYMENT SUMMARY:

| Year | Term                    | PSA Charges |
|------|-------------------------|-------------|
| 1    | 10/01/2023 - 09/30/2024 | \$1,196.94  |
| 2    | 10/01/2024 - 09/30/2025 | \$1,196.94  |
| 3    | 10/01/2025 - 09/30/2026 | \$1,196.94  |
| 4    | 10/01/2026 - 09/30/2027 | \$1,196.94  |
| 5    | 10/01/2027 - 09/30/2028 | \$1,196.94  |

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**



## SERVICE SOLUTION

### Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email ( ) , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐

NO: This signed contract satisfies requirement

☐

YES: Please reference this PO Number: \_\_\_\_\_

#### City of De Pere

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

#### Johnson Controls Fire Protection LP

Authorized  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

License #:  
(if applicable) \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

**2. Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an Insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's Insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no

guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT**

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other

commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur;
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions."

Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

**16. Covid-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

#### 17. Other Services.

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

**CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's

Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general-terms>.

**18. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be

responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems **CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees

that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

#### **F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW**

**THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM**

**SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

**COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.**

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

**19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**20. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms

herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's thenapplicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**21. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**22. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**23. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**24. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**25. Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**26. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UVIR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**27. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**28. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**29. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**30. Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**31. One-Year Limitation on Actions; Choice of Law.** For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**32. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**33. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**34. Headings.** The headings in this Agreement are for convenience only.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**37. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**38. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**39. Privacy.** A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**40. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

City of De Pere Planned Service Agreement

Proposed Changes to:

**CPQ-375096**

Page 6 of 12

Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, assuming such services performed are not covered under the summary of services included under this Agreement.

Regarding the Terms and Conditions attached to the CPQ proposal referred at the top, both Parties agree to modify the Sections described below, as follows:

**2. Payments and Invoicing.** Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment when due could be considered a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy the right to with notice:

**5. Limitation of Liability; Limitations of Remedy.** Delete the following sentences from Section 5:

*(i) Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation.*

*(ii) Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert.*

**7. Indemnity.** Delete the words "or Company" from the sixth line of Section 7. "Indemnity".

**18. Monitoring Services.** Intentionally Omitted as not applicable to CPQ #375096.

**23. Insurance.** Intentionally Omitted.

**24. Waiver of Subrogation.** Intentionally Omitted.

**29. Three-Year Limitation on Actions;-Choice of Law.** The parties agree that any disputes arising out of this Agreement shall be determined exclusively by the Wisconsin courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Wisconsin courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than three years after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**35. Legal Fees.** Company or Customer shall each be entitled to recover from the other party to this Agreement all reasonable legal fees incurred in connection with Company or Customer enforcing the terms and conditions of this Agreement.



City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

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**MEETING DATE:** November 14, 2023

**DEPARTMENT:** Finance Department

**FROM:** Pamela Manley

**SUBJECT:** Consideration and Possible Action on the City of De Pere  
Investments and Cash Detail Report for Sept. 2023.

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**ATTACHMENTS:**

- 2023.09 Cash and Investments Memo 11.14.23(PDF)
- Sept. 2023 Cash and Inv. Report\_11.14.23 (PDF)

# CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee  
Larry Delo, Administrator  
From: Pam Manley, Finance Director  
Date: October 23, 2023

RE: **Cash and Investments Report for September 30<sup>th</sup>, 2023**

I have attached a summary of the City's Cash and Investments for your information and review as of September 30<sup>th</sup>, 2023. I have also attached last year's monthly summary of the accounts from January 1 to December 31, 2022, so you can see comparable activity throughout the course of the year for all accounts. The City's investment return continues to increase to \$1,165,137.23 for the year through September. The LGIP and money market increased by \$15,517,402.05 from the 2023A and 2023B note issuances. \$3,280,000 was transferred to cover the land purchase paid the prior month. The Associated Bank Trust and Charles Schwab Investments increased slightly due to market value. Feel free to contact me should you have any questions on this.

## DE PERE CASH AND INVESTMENTS SUMMARY

September 30, 2023

### CASH ACCOUNTS

| CHECKING ACCOUNTS | BALANCE                |
|-------------------|------------------------|
| CITY CHECKING     | \$ 2,700,540.09        |
| HEALTH CHECKING   | \$ 1,597,771.65        |
| DENTAL CHECKING   | \$ 92,341.20           |
| <b>TOTAL CASH</b> | <b>\$ 4,390,652.94</b> |

### INVESTMENTS

|                                   | BALANCE                 | INTERST AND<br>APPRECIATION | RATE OF<br>RETURN |
|-----------------------------------|-------------------------|-----------------------------|-------------------|
| LGIP                              | \$ 18,467,847.24        | \$ 519,116.65               | 4.88%             |
| ASSOCIATED BANK TRUST             | \$ 4,966,963.40         | \$ 96,743.55                | 2.65%             |
| CHARLES SCHWAB INVESTMENTS        | \$ 6,291,271.13         | \$ 147,204.74               | 3.19%             |
| MONEY MARKET                      | \$ 3,040,513.16         | \$ 402,072.29               | 5.36%             |
| <b>TOTAL INVESTMENTS</b>          | <b>\$ 32,766,594.93</b> | <b>\$ 1,165,137.23</b>      |                   |
| <b>TOTAL CASH AND INVESTMENTS</b> | <b>\$ 37,157,247.87</b> |                             |                   |

NOTE: The City budgeted \$325,000 for general fund revenues in the 2023 Adopted Budget.

**DE PERE CASH AND INVESTMENT YEARLY SUMMARY**  
**September 30, 2023**

|                                   | 31-Jan-2023             | 28-Feb-2023             | 31-Mar-2023             | 30-Apr-2023             | 31-May-2023             | 30-Jun-2023             |
|-----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <b>CHECKING ACCOUNTS</b>          |                         |                         |                         |                         |                         |                         |
| CITY CHECKING                     | 1,870,986.92            | 1,326,744.41            | 1,688,789.25            | 2,348,011.28            | 1,081,401.41            | 877,722.05              |
| HEALTH CHECKING                   | 1,755,720.84            | 1,709,250.66            | 1,582,427.99            | 1,540,734.47            | 1,564,055.37            | 1,493,879.79            |
| DENTAL CHECKING                   | 98,034.92               | 99,538.51               | 98,343.69               | 99,183.93               | 90,961.23               | 93,694.35               |
| <b>SUBTOTAL</b>                   | <b>\$ 3,724,742.68</b>  | <b>\$ 3,135,533.58</b>  | <b>\$ 3,369,560.93</b>  | <b>\$ 3,987,929.68</b>  | <b>\$ 2,736,418.01</b>  | <b>\$ 2,465,296.19</b>  |
| <b>TOTAL CASH</b>                 | <b>\$ 3,724,742.68</b>  | <b>\$ 3,135,533.58</b>  | <b>\$ 3,369,560.93</b>  | <b>\$ 3,987,929.68</b>  | <b>\$ 2,736,418.01</b>  | <b>\$ 2,465,296.19</b>  |
| <b>INVESTMENTS</b>                |                         |                         |                         |                         |                         |                         |
| LGIP                              | 13,692,384.53           | 13,740,090.86           | 13,803,274.90           | 13,209,784.55           | 13,396,221.04           | 13,459,518.13           |
| ASSOCIATED BANK TRUST             | 4,906,570.44            | 4,873,387.33            | 4,941,856.39            | 4,951,046.34            | 4,947,506.81            | 4,935,764.03            |
| CHARLES SCHWAB INVESTMENTS        | 6,196,864.06            | 6,164,016.10            | 6,208,110.42            | 6,256,136.34            | 6,248,519.28            | 6,241,934.54            |
| MONEY MARKET                      | 20,597,891.13           | 14,658,535.08           | 13,712,291.37           | 13,763,969.74           | 12,817,434.30           | 8,862,843.41            |
| <b>TOTAL INVESTMENTS</b>          | <b>\$ 45,393,710.16</b> | <b>\$ 39,436,029.37</b> | <b>\$ 38,665,533.08</b> | <b>\$ 38,180,936.97</b> | <b>\$ 37,409,681.43</b> | <b>\$ 33,500,060.11</b> |
| <b>TOTAL CASH AND INVESTMENTS</b> | <b>\$ 49,118,452.84</b> | <b>\$ 42,571,562.95</b> | <b>\$ 42,035,094.01</b> | <b>\$ 42,168,866.65</b> | <b>\$ 40,146,099.44</b> | <b>\$ 35,965,356.30</b> |

|                                   | 31-Jul-2023             | 31-Aug-2023             | 30-Sep-2023             | 31-Oct-2023 | 30-Nov-2023 | 31-Dec-2023 |
|-----------------------------------|-------------------------|-------------------------|-------------------------|-------------|-------------|-------------|
| <b>CHECKING ACCOUNTS</b>          |                         |                         |                         |             |             |             |
| CITY CHECKING                     | (405,973.19)            | 573,670.19              | 2,700,540.09            | -           | -           | -           |
| HEALTH CHECKING                   | 1,469,062.21            | 1,550,112.01            | 1,597,771.65            | -           | -           | -           |
| DENTAL CHECKING                   | 94,218.23               | 90,414.94               | 92,341.20               | -           | -           | -           |
| <b>SUBTOTAL</b>                   | <b>\$ 1,157,307.25</b>  | <b>\$ 2,214,197.14</b>  | <b>\$ 4,390,652.94</b>  | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |
| <b>TOTAL CASH</b>                 | <b>\$ 1,157,307.25</b>  | <b>\$ 2,214,197.14</b>  | <b>\$ 4,390,652.94</b>  | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |
| <b>INVESTMENTS</b>                |                         |                         |                         |             |             |             |
| LGIP                              | 18,467,847.24           | 9,825,140.33            | 18,467,847.24           | -           | -           | -           |
| ASSOCIATED BANK TRUST             | 4,943,910.06            | 4,963,993.01            | 4,966,963.40            | -           | -           | -           |
| CHARLES SCHWAB INVESTMENTS        | 6,266,819.25            | 6,281,947.66            | 6,291,271.13            | -           | -           | -           |
| MONEY MARKET                      | 7,698,620.52            | 5,225,914.04            | 3,040,513.16            | -           | -           | -           |
| <b>TOTAL INVESTMENTS</b>          | <b>\$ 37,377,197.07</b> | <b>\$ 26,296,995.04</b> | <b>\$ 32,766,594.93</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |
| <b>TOTAL CASH AND INVESTMENTS</b> | <b>\$ 38,534,504.32</b> | <b>\$ 28,511,192.18</b> | <b>\$ 37,157,247.87</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |

**DE PERE CASH AND INVESTMENT YEARLY SUMMARY**  
**December 31, 2022**

|                                   | 31-Jan-2022             | 28-Feb-2022             | 31-Mar-2022             | 30-Apr-2022             | 31-May-2022             | 30-Jun-2022             |
|-----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <b>CHECKING ACCOUNTS</b>          |                         |                         |                         |                         |                         |                         |
| CITY CHECKING                     | 1,882,432.25            | 1,656,061.96            | 1,252,891.03            | 1,426,451.35            | 1,536,669.18            | 2,289,596.82            |
| HEALTH CHECKING                   | 2,055,650.69            | 1,940,553.16            | 1,916,059.42            | 1,899,131.96            | 1,909,738.45            | 1,932,450.88            |
| DENTAL CHECKING                   | 76,478.58               | 77,741.34               | 79,124.80               | 81,774.28               | 78,088.86               | 76,231.42               |
| <b>SUBTOTAL</b>                   | <b>\$ 4,014,561.52</b>  | <b>\$ 3,674,356.46</b>  | <b>\$ 3,248,075.25</b>  | <b>\$ 3,407,357.59</b>  | <b>\$ 3,524,496.49</b>  | <b>\$ 4,298,279.12</b>  |
| <b>TOTAL CASH</b>                 | <b>\$ 4,014,561.52</b>  | <b>\$ 3,674,356.46</b>  | <b>\$ 3,248,075.25</b>  | <b>\$ 3,407,357.59</b>  | <b>\$ 3,524,496.49</b>  | <b>\$ 4,298,279.12</b>  |
| <b>INVESTMENTS</b>                |                         |                         |                         |                         |                         |                         |
| LGIP                              | 8,036,518.10            | 7,437,020.05            | 8,496,842.98            | 8,866,665.54            | 9,013,513.87            | 10,327,894.63           |
| ASSOCIATED BANK TRUST             | 5,035,698.64            | 5,015,530.03            | 4,940,436.94            | 4,910,138.71            | 4,939,133.74            | 4,912,204.19            |
| CHARLES SCHWAB INVESTMENTS        | 6,330,928.23            | 6,300,725.14            | 6,239,753.59            | 6,207,989.76            | 6,213,759.36            | 6,188,228.26            |
| MONEY MARKET                      | 18,842,507.70           | 12,690,550.12           | 11,691,830.39           | 10,192,939.12           | 9,195,922.20            | 6,200,046.32            |
| <b>TOTAL INVESTMENTS</b>          | <b>\$ 38,245,652.67</b> | <b>\$ 31,443,825.34</b> | <b>\$ 31,368,863.90</b> | <b>\$ 30,177,733.13</b> | <b>\$ 29,362,329.17</b> | <b>\$ 27,628,373.40</b> |
| <b>TOTAL CASH AND INVESTMENTS</b> | <b>\$ 42,260,214.19</b> | <b>\$ 35,118,181.80</b> | <b>\$ 34,616,939.15</b> | <b>\$ 33,585,090.72</b> | <b>\$ 32,886,825.66</b> | <b>\$ 31,926,652.52</b> |

|                                   | 31-Jul-2022             | 31-Aug-2022             | 30-Sep-2022             | 31-Oct-2022             | 30-Nov-2022             | 31-Dec-2022             |
|-----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <b>CHECKING ACCOUNTS</b>          |                         |                         |                         |                         |                         |                         |
| CITY CHECKING                     | 822,949.66              | 953,122.70              | 1,901,788.97            | 1,535,230.43            | 1,189,749.44            | 3,442,584.63            |
| HEALTH CHECKING                   | 1,954,331.82            | 1,981,651.18            | 1,992,335.23            | 1,986,103.44            | 1,848,566.32            | 1,862,453.90            |
| DENTAL CHECKING                   | 80,211.31               | 84,975.21               | 88,158.71               | 92,293.53               | 89,569.90               | 88,633.27               |
| <b>SUBTOTAL</b>                   | <b>\$ 2,857,492.79</b>  | <b>\$ 3,019,749.09</b>  | <b>\$ 3,982,282.91</b>  | <b>\$ 3,613,627.40</b>  | <b>\$ 3,127,885.66</b>  | <b>\$ 5,393,671.80</b>  |
| <b>TOTAL CASH</b>                 | <b>\$ 2,857,492.79</b>  | <b>\$ 3,019,749.09</b>  | <b>\$ 3,982,282.91</b>  | <b>\$ 3,613,627.40</b>  | <b>\$ 3,127,885.66</b>  | <b>\$ 5,393,671.80</b>  |
| <b>INVESTMENTS</b>                |                         |                         |                         |                         |                         |                         |
| LGIP                              | 15,457,457.14           | 10,513,113.79           | 17,600,772.37           | 16,761,594.21           | 15,716,845.36           | 13,278,638.76           |
| ASSOCIATED BANK TRUST             | 4,931,903.14            | 4,881,928.96            | 4,826,928.96            | 4,814,746.43            | 4,862,723.22            | 4,870,219.85            |
| CHARLES SCHWAB INVESTMENTS        | 6,204,320.19            | 6,167,572.91            | 6,110,761.69            | 6,097,149.08            | 6,116,259.49            | 6,144,066.39            |
| MONEY MARKET                      | 6,204,659.81            | 3,410,209.27            | 3,413,712.90            | 3,417,337.04            | 3,420,847.99            | 16,538,440.87           |
| <b>TOTAL INVESTMENTS</b>          | <b>\$ 32,798,340.28</b> | <b>\$ 24,972,824.93</b> | <b>\$ 31,952,175.92</b> | <b>\$ 31,090,826.76</b> | <b>\$ 30,116,676.06</b> | <b>\$ 40,831,365.87</b> |
| <b>TOTAL CASH AND INVESTMENTS</b> | <b>\$ 35,655,833.07</b> | <b>\$ 27,992,574.02</b> | <b>\$ 35,934,458.83</b> | <b>\$ 34,704,454.16</b> | <b>\$ 33,244,561.72</b> | <b>\$ 46,225,037.67</b> |



City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

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**MEETING DATE:** November 14, 2023

**DEPARTMENT:** City Attorney

**FROM:** Anthony Wachewicz

**SUBJECT:** Consideration and Possible Action on Collective Bargaining Strategies for Police and Fire Union Contract Negotiations and Authorization of City's Bargaining Teams and Terms.

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Staff will provide request authority concerning negotiations and provide an update on the status with Police and Fire collective bargaining.