

**COUNTY OF RACINE
FINANCE & HUMAN RESOURCES COMMITTEE**

Supervisor Don Trottier, Chairman
Supervisor Robert Miller, Vice Chairman
Supervisor John Wisch, Secretary
Supervisor Nick Demske
Supervisor Scott Maier

Supervisor Jody Spencer
Supervisor Jason Eckman
Adan Merino-Cabrera, Youth in Governance Representative
Daysia Ward, Youth in Governance Representative

***** THIS LOCATION IS HANDICAP ACCESSIBLE. If you have other special needs, please contact the Racine County Board Office, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (262) 636-3571, fax (262) 636-3491 or the TTD/RELAY 1-800-947-3529. *****

DO NOT ATTEND THIS MEETING if you are experiencing any of these symptoms or if you have been in contact with anyone with these symptoms: shortness of breath or difficulty breathing, cough, chills, nasal congestion, sore throat, fatigue, loss of sense of taste or smell, fever greater than 100.4.

NOTICE OF MEETING OF THE
FINANCE AND HUMAN RESOURCES COMMITTEE

DATE: WEDNESDAY July 5th, 2023

TIME: 5:00 p.m.

**PLACE: IVES GROVE OFFICE COMPLEX
AUDITORIUM
14200 WASHINGTON AVENUE
STURTEVANT, WISCONSIN 53177**

*****NOTE: THIS MEETING WILL GO INTO CLOSED SESSION AT THE BEGINING OF THE MEETING*****

1. Convene Meeting
2. Chairman Comments – Youth in Governance/Comments
3. Public Comments
4. Approval of Minutes from the June 7, 2023, committee meeting – Action of the Committee only.
5. Closed Session – IT IS ANTICIPATED THAT THE FINANCE AND HUMAN RESOURCES COMMITTEE WILL MEET IN A CLOSED SESSION PURSUANT TO SECTION 19.85(1)(g) OF THE WISCONSIN STATE STATUTES TO DISCUSS WITH LEGAL COUNSEL CLAIMS AGAINST RACINE COUNTY: 1) CHERYL ZORNES 2) COREY NILES

THE COMMITTEE RESERVES THE RIGHT TO RECONVENE IN REGULAR SESSION TO TAKE POSSIBLE ACTION ON ITEMS DISCUSSED IN CLOSED SESSION.

6. Human Services – Hope Otto – Authorize fee schedule change for licensing and inspecting pools and recreational or educational campgrounds. – 2023 – Resolution – Action Requested: 1st Reading at the July 11, 2023, County Board Meeting.
7. Transfers
 - a. Human Services Department – Hope Otto – Authorize acceptance of a WI Department of Health Services Harm Reduction Vending Machine Grant in the amount of \$80,000 and transfer of funds within the Human Services Department 2023 Budget. – 2023 – Resolution – Action Requested: 1st Reading at the July 11, 2023, County Board Meeting.
 - b. Human Services Department – Hope Otto – Authorize a capital project to transition Public Health's IT infrastructure to Racine County's network and a transfer of funds from Public Health's fund balance to capital projects. – 2023 – Resolution – Action Requested: 1st Reading at the July 11, 2023, County Board Meeting.
8. Communication & Report Referrals from County Board Meeting:
 - a. Bankruptcy items:

Type of Action:	Person/Persons
Chapter 13 Notice of Case	Kristy DeLaney; Brandon DeLaney; Ramona Rauch; Sheila Greer; Gregory Greer; Lisa Ponce
Chapter 13 Order of Discharge	Scott Dineen; Dawn Michalak-Dineen; Sylvia Villarreal; Glenn Pflugradt; Kathy Pflugradt; Troy Pollak; Karen Pollak; Dennis Myles; Minnie Davis;
Chapter 13 Notice and Motion to Dismiss Confirmed Plan	Daniel Vanderleest; Reggie Booker; Robert Lowery JR; Edgar Castro;
Chapter 13 Notice and Motion to Dismiss Unconfirmed Plan	Jordan Zahn; Tasha Booker; Jeffrey Santos; Christina Munoz;
Chapter 13 Order Confirming Plan	Leonard Bernard; Stephanie Akins; Zaim Aslani; James Pollnow; Jeffrey Smith II;
Chapter 13 Order Modifying Confirmed Plan	Shawn Egerson; Blake Holland; Holly Holland; Sheila Chappell;
Chapter 13 Order Dismissing Case	India Daniels; Rick Peterson; Noelle Goodwin;
Chapter 13 Order Granting Motion for Relief from Order	Tyra Jones;

Chapter 7 Order of Discharge	Robert Bartels; Jodi Bartels; Michael Sherwood; Kimberly Sherwood; Gregory Lindsey; Daniel Browder; Anita Swenson; Katherine Evenson; Benjamin Evenson; Maxwell Muehe; Kaitlyn Muehe; Robert Christman; Titania Cosey; Ziyah Hanks; Ronald Tatum; Tracy Tatum; Jason Hess; Fidele Harris JR; Nicole Anderson;
Chapter 7 Notice of Case – No Proof of Claim Deadline	Robin Wade; Michael Carter; Xavier Parker; Jonathan Brittich; Laura Auber; Timothy Auber; Daija Perry;

b. Foreclosure items:

Attorney	Lender	Person/Persons	Amt owed County
Gray & Associates, L.L.P.	M&T Bank	Seth Oldenburg	\$98,612.73
Gray & Associates, L.L.P.	Wells Fargo Bank	Mary Miller	\$103,098.00
Gray & Associates, L.L.P.	Rocket Mortgage	Michael Sherwood	\$377,955.00

Staff Report – No Action Items.

- Finance & Human Resources Committee – Next meeting will be on July 19th, 2023, at 5:00 p.m.

9. Adjournment

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance & Human Resources Committee

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 7/5/2023

**Signature of Committee Chairperson
/Designee:** _____

Description: Minutes from the June 7, 2023 FHR Meeting

Action: **County Board Supervisors**
 Approve
 Deny

Youth In Governance
 Approve
 Deny

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
Wednesday, June 7th, 2023

IVES GROVE OFFICE COMPLEX
AUDITORIUM
14200 WASHINGTON AVENUE
STURTEVANT, WISCONSIN 53177

Meeting attended by: Chairman Trottier, Supervisors Eckman, Maier, Miller, Wisch, Demske, and Spencer, Finance Director Gwen Zimmer, and Human Resources Director Sarah Street.

Other attendees: County Treasurer Jeff Latus and Asst. Corporation Counsel Erika Motsch.

Excused: Youth in Governance Representatives Merino-Cabrera and Ward.

Agenda Item #1 – Convene Meeting

Meeting Called to Order at 5:00 p.m. by Chairman Trottier.

Agenda Item #2 – Youth in Governance/Comments

Both Youth Representatives were not in attendance.

Agenda Item #3 – Public Comments

There were no public comments.

Agenda Item #4 – Approval of Minutes from the May 23, 2023, committee meeting

Action: Approve the minutes from the May 23 ,2023, committee meeting.

Motion Passed: Moved: Supervisor Miller. Seconded by Supervisor Wisch. Vote: All Ayes No Nays.

Agenda Item #5 – County Executive – Jonathan Delagrave – Authorization of a new checking account for the Racine County Intergovernmental Cooperation Council (RCICC) –2023 – Resolution – Action Requested: 1st and 2nd Reading at the June 13, 2023, County Board Meeting.

County Treasurer Jeff Latus and Asst. Corporation Counsel Erika Motsch presented this item.

Action: Authorize a new checking account for the Racine County Intergovernmental Cooperation Council (RCICC) –2023 – Resolution – Action Requested: 1st and 2nd Reading at the June 13, 2023, County Board Meeting.

Motion Passed: Moved: Supervisor Miller. Seconded by Supervisor Wisch. Vote: All Ayes No Nays.

The committee requested the name of the president of RCCIC, and for the memo to be forwarded to the County Board.

Agenda Item #6 –Public Works – Roley Behm – Authorization of a new capital project for the purchase of trailers and the transfer of \$34,372 within the 2023 Public Works budget - 2023 – Resolution – Action Requested: 1st Reading at the June 13, 2023, County Board Meeting.

Finance Director Gwen Zimmer presented this item.

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
Wednesday, June 7th, 2023

Action: Authorize a new capital project for the purchase of trailers and the transfer of \$34,372 within the 2023 Public Works budget - 2023 – Resolution – Action Requested: 1st Reading at the June 13, 2023, County Board Meeting.

Motion Passed: Moved: Supervisor Wisch. Seconded by Supervisor Maier. Vote: All Ayes No Nays.

The committee requested information on whether the trailers being purchased are new or used.

Agenda Item #7 -Communication & Report Referrals from County Board Meeting:

Action: Receive and file item a-b

Motion Passed: Moved by Supervisor Miller . Seconded by Supervisor Wisch. Vote: All Ayes, No Nays.

Agenda Item #8 – Staff Report – No Action Items.

- Finance & Human Resources Committee – Next meeting will be on June 21, 2023, at 5:00 p.m.

Agenda Item #9 – Adjournment.

Action: Adjourn the meeting at 5:19 p.m.

Motion Passed: Moved by Supervisor Eckman. Seconded by Supervisor Wisch. Vote: All Ayes, No Nays.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2023</u>	<input type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input checked="" type="checkbox"/>	Report Request

Requestor/Originator: John P. Serketich - Principal Assistant Corporation Counsel

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) John P. Serketich
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: _____

Does this request propose the expenditure, receipt or transfer of any funds? _____
If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources

Date Considered by Committee: 7/5/2023 Date of County Board Meeting to be Introduced: 07/11/20023

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Discussion with legal counsel regarding the following claim: GEICO Insurance regarding Cheryl Zornes

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2023		Resolution Request
			Ordinance Request
		x	Report Request

Requestor/Originator: John P. Serketich - Principal Assistant Corporation Counsel

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) If a person is not in attendance the item may be held over. John P. Serketich

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request:

Does this request propose the expenditure, receipt or transfer of any funds? If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources

Date Considered by Committee: 7/5/2023 Date of County Board Meeting to be Introduced: 7/11/2023

1st Reading: [X] 1st & 2nd Reading: [] *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee:

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Discussion with legal counsel regarding the following claim: Corey Niles

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

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REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2023</u>	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Human Services Department - Hope Otto

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Hope Otto
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: _____

Does this request propose the expenditure, receipt or transfer of any funds? Yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 7/5/2023 Date of County Board Meeting to be Introduced: 7/11/2023

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorize fee schedule change for licensing and inspecting pools and recreational or educational campgrounds.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

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ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
PUBLIC HEALTH BUDGET						
EH LICENSE INSPECTION FEE	4421720.311415	(324,800)	(197,673)		(324,800)	(197,673)
TOTAL SOURCES				<u>0</u>		

***THERE WILL BE NO REDUCTION OR INCREASE IN REVENUE AS A RESULT OF THE FEE SCHEDULE CHANGES.**

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

FOR	AGAINST

June 21, 2023

TO: Supervisor Don Trottier
Chairman, Finance and Human Resources Committee

FROM: Jeffrey Langlieb
Health Officer

RE: 2023-2024 Environmental Health Fee Schedule Modification

The purpose of this memo is to highlight recent changes to ATCP 76 and ATCP 78 as it relates to the fee schedule for licensing and inspecting pools and recreational or educational campgrounds. Pools have changed dramatically since the previous pool code licensing structure was established. Many pools are now more play oriented featuring fixtures such as slides and climbing walls; therefore, carrying additional risk that need further regulation and local public health staff time to license and inspect. Similarly, recreational, or educational campgrounds have evolved over the years, expanding the complexity of their operations which results in increase local public health staff time to license and inspect.

The fee schedule changes in ATCP76 and ATCP 78 establish new licensing categories and a point system for determining complexity/risk. RCPH proposes adopting the categories outlined in the updated administrative code and adding them to the existing 2023-2024 Environmental Health Fee Schedule. Once added, these will carry forward into the next budget period and be entered into the 2024-2025 Environmental Health Fee Schedule, currently working its way through the budget process. A summary of the changes is presented on page 2 of this memo. RCPH estimates no significant reduction or increase in revenue as a result of these changes and fees. Thank you for your consideration and adoption of this new fee schedule to ensure compliance with Wisconsin ATCP 76 and ATCP 78.

Current:

Permit Category	2023-2024 License Fees	Preinspection Fee	Plan Review Fee	1st Reinspection Fee	2 nd and Subsequent Reinspection Fee
Campground					
Recreational or Educational Campground	\$782	This license type will go away as of 9/24/23 due to state admin code change. There will be a new fee structure.			
Operating Campground w/out permit (plus PI and permit fees)	\$942	n/a	n/a	n/a	\$0
Recreational Water					
Pool	\$424	This license type will go away as of 9/24/23 due to state admin code change. There will be a new fee structure.			
Water Attraction	\$494				
Water Attraction with up to 2 pool slides or water slides per basin	\$572				
Additional Pool Slide or Water Slide per basin	\$135				
Additional Permit required by State Code for each additional Pool and/or Slide and/or Water Attraction per single basin	\$62				
Operating Pool or Water Attraction w/out permit (plus PI and permit fees)	\$942	n/a	n/a	n/a	n/a

Proposed:

	2023-2024 AND 2024-2025 License Fees (+4%)	Preinspection Fee	Plan Review Fee	1st Reinspection Fee	2 nd and Subsequent Reinspection Fee
Recreational or Educational Campground					
Simple	\$553	\$817	\$185	\$240	\$470
Simple with hospitality	\$605	\$867	\$185	\$240	\$470
Moderate	\$605	\$867	\$235	\$240	\$470
Moderate with hospitality	\$709	\$967	\$235	\$342	\$680
Complex	\$709	\$967	\$285	\$342	\$680
Complex with hospitality	\$813	\$1,067	\$285	\$342	\$680
Operating campground w/out permit (plus PI and permit fees)	\$942				

	2023-2024 AND 2024-2025 License Fees (+4%)	Preinspection Fee	Plan Review Fee	1st Reinspection Fee	2 nd and Subsequent Reinspection Fee
Recreational Water					
Simple pool	\$441	\$285	\$143	\$240	\$470
Simple with pool features	\$491	\$335	\$143	\$240	\$470
Moderate pool	\$514	\$285	\$143	\$240	\$470
Moderate with pool features	\$564	\$335	\$143	\$240	\$470
Complex pool	\$595	\$356	\$161	\$240	\$470
Complex pool with features	\$645	\$406	\$161	\$240	\$470
Operating Pool or Water Attraction w/out permit (plus PI and permit fees)	\$942				

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2023</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: Human Services Department - Hope Otto

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Hope Otto
 If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: _____

Does this request propose the expenditure, receipt or transfer of any funds? Yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 7/5/2023 Date of County Board Meeting to be Introduced: 7/11/2023

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorize acceptance of a WI Department of Health Services Harm Reduction Vending Machine Grant in the amount of \$80,000 and transfer of funds within the Human Services Department 2023 Budget.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
PUBLIC HEALTH						
GRANT REVENUE	4421725.304000	(2,158,826)	(2,055,418)	(80,000)	(2,238,826)	(2,135,418)
TOTAL SOURCES				<u>(80,000)</u>		
PUBLIC HEALTH						
EQUIPMENT	4421725.451000	0	(30,251)	9,045	9,045	(21,206)
MEDICAL SUPPLIES	4421725.447000	0	(212)	70,955	70,955	70,743
TOTAL USES				<u>80,000</u>		
				<u>0</u>		

THE GRANT PERIOD IS 7/1/23-6/30/24.

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

FOR	AGAINST

June 21, 2023

TO: Supervisor Don Trottier
Chairman, Finance and Human Resources Committee

FROM: Jeffrey Langlieb
Health Officer

RE: Harm Reduction Vending Machine Grant

Racine County Public Health Division applied for, and was awarded, funding for Harm Reduction Vending Machines (HRVMs) in the amount of \$80,000. HRVMs are an important tool in fighting the opioid epidemic by making available life saving Narcan and Fentanyl Test strips for people struggling with substance use disorders, or for family and friends who are supporting someone struggling with substance use. RCPH received approval from Badger Housing Associates to place the vending machine in the common area adjacent to RCPH, Wisconsin Department of Motor Vehicles and Wisconsin Department of Corrections-Probation and Parole at 9531 Rayne Road in Sturtevant, WI. The addition of HRVMs complements the existing work already being done by Racine County Behavior Health Services via the Narcan Direct program and aligns with the County's commitment to fight the opioid epidemic in Racine County.

Funding for this grant begins on July 1, 2023 and runs through June 30, 2024. RCPH will utilize the dollars to purchase a vending machine, Narcan and Fentanyl test strips and will assume responsibility for keeping the machine stocked during the funding period. The harm reduction materials in the vending machine will be made available for free. In addition, RCPH will be exploring sustainability beyond the funding period based on demand and utilization patterns. RCPH anticipates contracts being issued by Wisconsin Department of Health Services in late July or early August. RCPH is requesting acceptance of this award by this committee and the full Racine County Board. Thank you for your consideration.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2023</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request

Requestor/Originator: Human Services Department - Hope Otto

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Hope Otto
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: Yes

If related to a position or position change, Does the Human Resources Director know of this request: _____

Does this request propose the expenditure, receipt or transfer of any funds? Yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 7/5/2023 Date of County Board Meeting to be Introduced: 7/11/2023

1st Reading: 1st & 2nd Reading: *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorize a capital project to transition Public Health's IT infrastructure to Racine County's network and a transfer of funds from Public Health's fund balance to capital projects.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

SUBJECT MATTER:

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ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
HUMAN SERVICES-Public Health						
PH Contingent	44217201.515500.42101	767,423	767,423	(69,671)	697,752	697,752
TOTAL SOURCES				<u>(69,671)</u>		
CAPITAL PROJECTS						
NEW ACCOUNT		0	0	69,671	69,671	69,671
TOTAL USES				<u>69,671</u>		
				<u><u>0</u></u>		

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

FOR	AGAINST

June 26, 2023

TO: Supervisor Don Trottier
Chairman, Finance and Human Resources Committee

FROM: Jeffrey Langlieb
Health Officer

RE: Racine County Public Health Division IT Transition

In January 2022, Central Racine County Health Department (CRCHD) transitioned to Racine County Public Health Division (RCPH) within Racine County Human Services Department. In preparation for the transition to the County, several key tasks needed to be accomplished, including relocation of the office, transfer of personnel to Racine County, establishment of local ordinances, and integration of Public Health services into the Human Services Department. Transitioning off CRCHD's IT infrastructure and onto Racine County's remains the final task in completing integration into Racine County.

After months of planning, Racine County IT and RCPH are ready to complete the transition. This planning process was essential to ensure continuity RCPH's IT infrastructure is assimilated into the Racine County IT environment without any loss in data, function, or security. CCB Technologies has been RCPH's IT service provider since 2016 and continues to provide IT support since the Health Department's transition to Racine County. CCB Technologies was selected as the vendor to execute this migration project with Racine County IT. Managers from RCPH and Racine County IT chose CCB because of their extensive knowledge of the Health Department's IT system architecture and unique position to ensure a smooth transition into Racine County's IT network.

RCPH is requesting Racine County Finance and Human Resources Committee authorize funding for this project by transferring funding from the Public Health Fund Balance into Racine County IT's budget. Thank you for your consideration of this important project and final step in RCPH's integration into Racine County.



Prepared for:

Racine County Public Health Division

Keith Hendricks
keith.hendricks@racinecounty.com

Prepared by:

Cameron Gaither

cameron.gaither@ccbtechnology.com





Executive Summary

Racine County Public Health Division is in the process of merging with Racine County and needs to migrate into their toolset. Until this is completed the two organizations are operating as separate entities and it is impacting their ability to support one another. CCB Technology is pleased to offer the following proposal to migrate email, communication tools, and files into Racine County's Office 365 tenant. CCB Technology will also setup a new Racine County Domain Controller and migrate users & their endpoints into Racine County's Active Directory Domain. This project will merge the two organizations together so better collaboration can take place.

Below outlines the estimated cost for this Statement of Work. Pricing is valid for 60 days.

Primary Objective

- Migrate Exchange Online from one tenant to another tenant
- Migrate all SharePoint sites to another tenant
- Migrate User OneDrives from tenant to tenant
- Migrate Teams content from tenant to tenant
- Migrate AD users and computers to another domain
- Migrate user profiles to new domain
- Configure file server for new domain and permission groups
- Setup and configure domain controller

Project Duration

Current estimated lead time from when SOW is signed: *4 Weeks*

Estimated duration of this project from the kickoff call to project completion: *28 Weeks*

Project start is contingent upon CCB Technology engineering availability, product procurement, client availability, client responsiveness, and site readiness.



Project Cost (Estimate)

Product Description	Price	Qty	Extended Price
Microsoft 365 Email Cutover			
Fixed Phase: Cutover Access, Discovery & Assessment	\$6,125.00	1	\$6,125.00
Fixed Phase: Pre-Cutover	\$6,125.00	1	\$6,125.00
Fixed Phase: Cutover & Post Support	\$6,125.00	1	\$6,125.00
Microsoft 365			
Fixed Phase: Data Migration To Microsoft 365 SharePoint	\$6,125.00	1	\$6,125.00
Fixed Phase: OneDrive Migration	\$6,125.00	1	\$6,125.00
Fixed Phase: Microsoft Teams Migration	\$7,875.00	1	\$7,875.00
Active Directory Migration			
Fixed Phase: Setup & Configure New Domain Controller At Client Site For County's Domain	\$1,750.00	1	\$1,750.00
Fixed Phase: AD Test and Migrate End Users and PC's	\$12,250.00	1	\$12,250.00
Fixed Phase: Configure Existing File Server For New Domain & Permission Groups	\$8,750.00	1	\$8,750.00

Subtotal: **\$61,250.00**

Software

Description	Price	Qty	Ext. Price
Migration Tools			
CCBBIT1 BitTitan Tenant Migration Bundle (Exchange Online, OneDrive, SharePoint, Teams)	\$55.00	33	\$1,815.00
CCBBIT BitTitan User Migration Bundle	\$17.00	23	\$391.00
CCBBIT2 BitTitan MigrationWiz Mailbox	\$13.00	62	\$806.00
CCBBIT3 BitTitan MigrationWiz Shared Document 50GB	\$25.00	42	\$1,050.00
CCBBITPF BitTitan Public Folder Migration Tool	\$120.00	1	\$120.00

Subtotal: **\$4,182.00**



Microsoft Software

Description	Price	Qty	Ext. Price
Microsoft Licensing			
DG7GMGF0D5RK :0005 Windows Server 2022 Standard - 16 Core License - LTSC Perpetual - Corporate	\$992.89	1	\$992.89
DG7GMGF0D5VX :0007 Windows Server 2022 Standard - 16 Core License - LTSC Perpetual - Corporate	\$46.00	71	\$3,266.00
LTSC Licensing requires affiliating CCB as Cloud Solution Provider (CSP) as per instructions on the attached email.			

Subtotal: **\$4,258.89**



Scope of Work

Microsoft 365 Cutover

Phase 1: Access, Discovery & Assessment

- Project Setup
- Internal Meeting(s)
- Provide Onboarding Document
- Verify Required Credentials & Remote Access
- Conduct Remote Assessment On The Current Email Environment
- Provide Assessment Findings & Client Migration Workbook (if applicable)
- Schedule & Conduct Kickoff Call

Phase 2: Pre-Cutover

- Schedule Cutover Date
- Add/Register Domain(s) In Microsoft 365
- Provision User Accounts & Assign Appropriate Microsoft 365 Licensing
- Setup Migration Tool & Kickoff Data Sync
- Deploy Automated Outlook Configuration Tool (If Applicable)
- Troubleshoot/Remediate Issues with Data Sync and Outlook Configuration Tool
- Provide Migration Status Updates To Client Team As Needed

Phase 3: Cutover & Post Support

- Setup Internal & External Auto-Discover For Microsoft 365
- Configure External & Internal DNS Records (Cutover)
- Initiate Automated Outlook Profile Recreation
- Conduct Final Sync & Sweep of Data
- Provide Post Cutover Troubleshooting & Remediation (Support Is Limited To 1 Week From Cutover)

Data Migration to Microsoft 365 SharePoint

- Verify Data Being Migrated from SharePoint Online
- 559GB, 16 Security Groups
 - Client is responsible for any storage costs in SharePoint Online To Host That Data Being Migrated
- Verify Permission Groups Being Migrated Into SharePoint Online From Current File Structure
- Set Permissions At Root In SharePoint Online
- Create Lists & Libraries In SharePoint Online
- Configure Tool To Migrate Files Into SharePoint Online
- Migrate Data Into SharePoint Online
 - Rename Files With Incompatible Characters
- Verify Migration Of Data



Scope of Work

- Conduct Cutover With Client From Current File Source To SharePoint Online

OneDrive Migration

- Migrate OneDrive from source to destination tenant
- Migrate OneDrive file and folder versions and metadata

Microsoft Teams Migration

- Migrate Teams from source to destination tenant
- Migrate Teams permissions
- Migrate Teams membership
- Migrate chats and files

Setup & Configure New Domain Controller At Client Site For County's Domain

- Setup one new DC onsite at RCPHD for County DC replication
- Add client subnets to proper AD site
- Test and verify functionality

AD Test and Migrate End Users and PC's

- Migrate users and computers into Racine County domain
- Move redirected folders to Racine County
- Migrate Windows profiles

Configure Existing File Server For New Domain & Permission Groups

- Migrate file/print server to Racine County



Project Phase(s) & Task(s)

The project proposed includes the following phase(s) and task(s). Additional requests are considered out of scope:

- Project Feasibility Assessment
- Project Management (see below for further details)
- Project Kickoff Call (if applicable)
- Project Documentation (if applicable)
- Conduct Project Closure Call (if applicable)
- Send project completed email to Client Project Team.
- Unless noted above, services are to be provided within the normal business hours or 8:30 AM – 5:00 PM CST, Monday – Friday. Any services performed after hours will be billed at their corresponding rates below.



Client Responsibilities

General

- Client will organize a project team for the technical and project plan handoff. The project team will have a primary technical contact that will represent Client in the planning discussions and review. The lead contact will participate in all required planning sessions.
- Client will provide access to necessary systems and network equipment.
- Client will provide information regarding desired system functionality, outside influences, security requirements, and systems management goals.
- Client will be responsible for end user interaction unless otherwise specified.
- Client will provide necessary servers, workstations, or other equipment that meets system requirements unless otherwise specified in the “Scope of Work” section.
- Client is responsible for the procurement, configuration, and installation of any software (agent, utilities, or applications), licensing, or hardware not specified in the “Scope of Work” section. CCB Technology can assist with installations (up to the designated amount) if explicitly listed in the “Scope of Work” section.
- Client will be responsible for rebooting of equipment and restoring connectivity to current services if required.
- Client will provide all the required information in the project onboarding document(s) provided by CCB. If Client cannot provide all the required information, CCB will work with the Client to attempt to gather the remaining information at an out-of-scope hourly rate.

Email Migrations

- If Client does not want or cannot allow CCB Technology to complete the DNS changes required for this project, Client understands and agrees that CCB technology will not be responsible for any delays or lost email due to DNS changes/issues.
- Client will be responsible for decommissioning the Exchange server unless otherwise specified in the “Scope of Work” section.
- Client will provide CCB Technology with credentials and access to configure their Firewall for use with Office 365. If Client does not wish to provide CCB Technology these credentials, the client will take responsibility of configuring the Firewall.
- To migrate additional .pst files, the .pst must be on the end user’s workstation and connected to Outlook.
- Client will be responsible for the deployment of Outlook and Teams clients as required unless specified in the “Scope of Work” section.
- When doing a **SkyKick Migration**, client will be responsible for configuring email profiles on non-Windows devices (I.E. Apple, Android, Linux, etc.) or on Windows devices where the SkyKick Outlook Assistant (SKOA) is not installed.
- When doing a **Data Only Cutover**, client will be responsible for configuring Outlook user profiles on clients.
- For **Hybrid Setup & Hybrid Lite Migrations**, please see accompanying Pre-Requisites document.
- When doing a **Hybrid Setup**, client is responsible for migrating data unless otherwise specified in the “Scope of Work” section.
- For **BitTitan Migrations**, client will ensure that user mailboxes are not modified during the migration. Changes made after the migration begins can result in corrupted user data and may require the data be migrated a second time. Issues that arise from users changing source data can be resolved but will be considered out of scope and billed based on Time & Materials. Examples (but not exclusively limited to this list) are:
 - Adding new folders
 - Removing folders
 - Changing folder structure
 - Moving large amounts of mail between folders

Cloud Utility Server (AADConnect & SMTP Relay) & Authentication Services

- Client will be responsible for providing supported Windows Server(s) for Azure Active Directory Connect (AADConnect), SMTP Relay



Client Responsibilities

and/or Active Directory Federation Services (ADFS) as required.

- Client will be responsible for obtaining and installing an SSL certificate on the SMTP relay server.
- Client will be responsible for third party software and hardware SMTP configurations (I.E. MFP(s), Voicemail notifications, etc.) unless otherwise specified in the “Scope of Work” section.

Client Project Point of Contact

The following contact(s) has been identified by Racine County Public Health Division as the primary point(s) of contact that will work with the CCB Technology on this project:

Name	Phone	Email
Keith Hendricks	(262) 898-4465	keith.hendricks@racinecounty.com



Fee Schedule

Noted within the Project Cost (Estimate) above each phase is designated with a specific billing arrangement. These are designated in the following way:

Fixed:

- Fixed project work will be invoiced upon completion of each fixed cost milestone within the project.

Time & Materials:

- Time & Materials project work will be invoiced on a four-week cycle or upon project completion, whichever comes first.

NOTE: Time & Materials is merely an estimate and thus does not represent a Fixed Rate. Neither the estimated billable hours nor dollar amount are intended to limit the bounds of what may be requested or required for performance of the necessary services.

Racine County Public Health Division agrees that any additional work outside the scope of work or additional work required due to meet minimum requirements to begin and/or complete work will be billed out based on the fee schedule below.

Role/Function	Engagement	Fee Type	Hourly Rate
CCB Technology Remote Engineer	Normal Hours	Hourly	\$175
CCB Technology Remote Engineer	After Hours	Hourly	\$175
CCB Technology Remote Engineer	Weekend/Holiday	Hourly	\$250
CCB Technology On-Site Engineer	After Hours	Hourly	\$250
CCB Technology On-Site Engineer	Weekend/Holiday	Hourly	\$300

CCB Technology's normal business hours are 8:30am-5:00pm CST M-F, excluding company holidays
PLEASE NOTE: This pricing can change based on a variety of factors at the time of the request

Additional Fees

Racine County Public Health Division agrees to pay any travel expenses for onsite work required to complete this project:

- CCB Technology will notify Racine County Public Health Division prior to deploying an engineer onsite.
- Should round trip drive time exceed 30 minutes (.5 billable hours), CCB will bill an hourly rate of \$125.00.
- Additional fees may include but are not limited to hotels, meals, parking, etc.



2823 Carlisle Ave
Racine, WI 53404
www.ccbtechnology.com
800-3424222

Out of Scope

Client understands that any implementation, configuration, or remediation of any piece of equipment or application is considered out of scope, unless explicitly noted otherwise in the "Scope of Work" section, and will be billed based upon Time & Materials as outlined in the Fee Schedule.



Policies

Completion Criteria

CCB Technology shall have fulfilled its obligations when any one of the following first occurs:

- CCB Technology accomplishes the activities described within this SOW, including delivery to Client of the materials listed in the section entitled "Scope of Work" and Client accepts such activities and materials without unreasonable objections. No response from Client within two-business days of items included in scope of work section being delivered is deemed acceptance.
- CCB Technology and/or Client has the right to cancel services or items included in scope of work section, not yet provided within 15 calendar days, with written notice to the other party. Client acknowledges that they will be billed for any work performed up to time of contract termination.

Assumptions

This Statement of Work is based upon the following assumptions and client responsibilities:

- Racine County Public Health Division will identify one person with overall responsibility for the project. This person will act as the primary contact for CCB Technology and will have decision making authority regarding management of the project. Racine County Public Health Division will promptly notify CCB Technology of any change in the person Racine County Public Health Division has designated to serve as the Project Manager.
- Appropriate management, technical staff, and other internal resources as necessary and/or required to assist in completing the Scope of Work described. This assumes that a reasonable effort will be made to provide the necessary introductions and ensure the proper cooperation from within Racine County Public Health Division.
- Racine County Public Health Division will make all necessary facilities, hardware, and software available to CCB Technology at the commencement of the project.
- All "out of scope" requests will follow the documented change control process.
- Information provided by Racine County Public Health Division is correct and complete.
- Racine County Public Health Division will provide reasonable responses to questions and responses to requests for approval within 24 hours.

Risks

The following are the known risks for the engagement:

- Insufficient existing documentation or information.
- Insufficient communication and commitment by project team.
- Unsupported applications.
- Any changes to existing environment while project is in process.

Project Change Request Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (CR) will be the vehicle for communicating change. The CR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (CCB Technology or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. CCB Technology and Racine County Public Health Division will mutually agree upon any charges for such investigation, if any. If the investigation is



Policies

authorized, the Client Project Managers will sign the CR, or communicate approval via email, which will constitute approval for the investigation charges.

- CCB Technology will invoice Racine County Public Health Division for any such charges. The investigation will determine the effect that the implementation of the CR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or CR must be signed, or approved via written documentation (email), by both parties to authorize implementation of the investigated changes.
- The Project Management system will be updated by CCB Technology to reflect changes to the project plan.



Migration project to Racine County's IT O365 Tenant

Bill To:	Ship To:	Quote Information:
Racine County Public Health Division	Racine County Public Health Division	Quote #: 056791
9531 Rayne Rd	9531 Rayne Rd	Version: 1
Sturtevant, WI 53177	Sturtevant, WI 53177	Quote Date: 06/05/2023
Jeff Langlieb	Keith Hendricks	Expiration Date: 06/30/2023
(262) 898-4475	(262) 898-4465	
Jeffrey.Langlieb@racinecounty.com	keith.hendricks@racinecounty.com	

Quote Summary

Description	Amount
Project Cost (Estimate)	\$61,250.00
Software	\$4,182.00
Microsoft Software	\$4,258.89
Total:	\$69,690.89

SOW ACCEPTANCE

This statement of work, including attachments, schedules, addenda, and supplemental documents is submitted by CCB Technology, a Wisconsin corporation to Racine County Public Health Division and shall be a binding agreement between CCB Technology and Racine County Public Health Division at such time as it has been signed on behalf of both CCB Technology and Racine County Public Health Division. As of the effective date the parties agree as follows:

1. Services. CCB Technology agrees to perform services and provide documentation described in this Statement of Work, and Racine County Public Health Division agrees to the provisions of this Statement of Work.
2. Adoption of Professional Service Agreement. The Professional Service Agreement between CCB Technology and Racine County Public Health Division is incorporated by reference, provided that (a) the provisions of this Statement of Work shall overrule if the provisions of the agreement conflict with the provisions of this Statement of Work and (b) hourly rates set forth in this Statement of Work apply to the services described in this Statement of Work, and CCB Technology's current hourly rates apply to other services provided by CCB Technology.

This agreement constitutes the entire agreement of the parties, supersedes any prior understandings relating to the subject matter hereof, and may be amended or supplemented only in a written agreement signed by CCB Technology and Racine County Public Health Division. All printed clauses on any order form submitted by Racine County Public Health Division are deemed deleted.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.



2823 Carlisle Ave
Racine, WI 53404
www.ccbtechnology.com
800-3424222

CCB Technology

Signature: _____

Name: Logan McCoy _____

Title: VP of Services _____

Date: 06/05/2023 _____

Racine County Public Health Division

Signature: _____

Name: Keith Hendricks _____

Date: _____



Professional Services Agreement

CLIENT PROFESSIONAL SERVICE AGREEMENT TERMS AND CONDITIONS ("AGREEMENT")

1. Definitions.

1. "CCB Technology" refers to CCB Technology Inc., a Wisconsin corporation, and its employees and partners.
2. "Client" means any CCB Technology client or partner to whom Services are provided pursuant to a Scope of Work.
3. "Documentation" means the end user documentation, if any, which CCB Technology makes available to Client pursuant to a Scope of Work.
4. "Intellectual Property Rights" means all rights in intellectual property of any type, including but not limited to (i) patents (including design or utility), inventions, invention disclosures, utility models, discoveries, technology, know-how, improvements, processes, recipes, formulae, procedures, drawings, specifications, designs, plans, trade secrets and confidential or proprietary information, lists, documents, content or materials in any form or medium; (ii) works of authorship, copyright works, copyrightable works and design rights, including packaging designs, displays, photographs, graphics, artwork, videos, proprietary fonts and typefaces, advertising and promotional materials, training materials and manuals used for internal or external purposes, electronic media content, software, code, computer programs, compilations, databases, database rights, documentation, research, reports and other textual and audiovisual works; (iii) trademarks, service marks, logos, symbols, trade dress, brand names, Internet domain names, trade names, get-up and other indicia of source of origin; and (iv) provisionals, divisions, continuations-in-part, re-examinations, re-issues, registrations, applications, renewals, foreign counterparts and equivalent protections with respect to any of the foregoing.
5. "Scope of Work" ("SOW") means the CCB Technology schedules which detail the Services to be performed by CCB Technology. SOWs current as of the date of this Agreement are attached and made a part hereof. At its sole discretion, CCB Technology may offer new or revised SOWs from time to time, which shall be deemed part of this Agreement if agreed to in writing by CCB Technology and Client.
6. "Services" means the services provided by CCB Technology to Client that are described in the applicable SOW.
7. "Term" means the term described in Section 8.1.

2. Services and License Grants.

1. Services. Upon acceptance of a Scope of Work, subject to these terms and conditions and provided the Client has met the requirements set forth on the Scope of Work, CCB Technology shall provide the Services described in the SOW. CCB Technology shall have no liability for any delay in the provision of Services and reserves the right to suspend provision of Services for purposes of repair, maintenance, or improvement; provided that CCB Technology shall use reasonable efforts to provide prior notice to Client and minimize such disruption to the Services.
2. CCB License. Subject to the terms and conditions of this Agreement, CCB Technology hereby grants Client a nonexclusive, nontransferable, limited license to use the Services and the Documentation, solely as necessary for Clients to use the Services as set forth herein, during the Term and in accordance with CCB Technology's Acceptable Use Policy, attached hereto as Exhibit A and incorporated herein by reference, and all applicable laws and regulations. Client is expressly prohibited from, and shall not assist in, reverse engineering, decompiling, modifying, copying, creating derivative works from, or otherwise using any of the Services or the Documentation in any manner not expressly authorized by this Agreement.
3. Client License; Cooperation. Client hereby grants CCB Technology a nonexclusive, nontransferable, limited license to use any of Client's Confidential Information (as defined below) and Intellectual Property reasonably necessary for CCB Technology to perform the Services, and shall cooperate with CCB Technology with respect to its performance of the Services, including, but not limited to, providing (i) access to appropriate personnel, facilities, and equipment (including but not limited to servers, devices, and computers), and (ii) prompt notification of any occurrence of damage to any software included in the Services, damage caused by the Services, or any errors, nonconformities, or interruptions in the Services. Client must also ensure that CCB Technology is provided



Professional Services Agreement

with a minimum level of connectivity to Client's servers in order for CCB Technology to adequately provide the Services. Client acknowledges and agrees that all Services shall be performed by CCB Technology remotely, unless otherwise specified in the applicable SOW, and that any and all on-site tasks shall be Client's sole responsibility.

4. Ownership. CCB Technology retains all right, title, and interest in and to the Services, the Documentation, all Intellectual Property and Confidential Information of CCB Technology and other designs, engineering details, schematics, drawings, specifications, and other similar data provided in connection with the Services.
5. Trademarks. Client shall not alter or remove any of CCB Technology's trademarks affixed to the Documentation or other materials or software provided in connection with the Services. Except for the license set forth in Section 2.2, nothing contained in this Agreement shall grant or shall be deemed to grant Client any right, title, or interest in CCB Technology's Intellectual Property, including its trademarks or trade names. Likewise, CCB Technology shall not alter or remove any of the Client's trademarks affixed to materials provided by Client in connection with the Services. Except for the license set forth in Section 2.3, nothing contained in this Agreement shall grant or shall be deemed to grant CCB Technology any right, title, or interest in Client's Intellectual Property, including its trademarks or trade names.

3. Fees and Billing.

1. Fees. Client acknowledges and agrees that payment of all fees for the Services shall be made in accordance with the terms and conditions set forth in the Net 30 Credit Application provided to Client. Failure to pay all such fees may result in immediate suspension or termination of the Services at CCB Technology's sole discretion.
2. Taxes. Payment of all taxes that may be levied upon the delivery of Services shall be the sole responsibility of Client.

4. Confidential Information.

1. Confidential Information. By virtue of this Agreement, each party may have access to information that is confidential to the other party or its Clients. "Confidential Information" means any information disclosed previously or in the future by a party (the "Disclosing Party") to the other party (the "Receiving Party"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, including, without limitation, information, technical data, or know-how, including but not limited to that which relates to research, products, services, clients, markets, software, developments, inventions, processes designs, drawings, engineering, marketing or finances, which Confidential Information is designated in writing to be "confidential," "proprietary," or some similar designation, or other information, technical data, or know-how, the confidential or proprietary nature of which is reasonably apparent under the circumstances. Confidential Information shall not include any information that: (i) is or becomes available to the public without the fault or negligence of the recipient; (ii) was already in the possession of the recipient; (iii) is subsequently received from a third party without notice of restriction on further disclosure; or (iv) has been independently developed by the recipient.
2. Maintenance of Confidentiality. The Receiving Party agrees that it shall take reasonable measures to protect the secrecy, and avoid disclosure and unauthorized use, of the Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party shall make no copies of the Confidential Information of the Disclosing Party unless expressly allowed in this Agreement, or unless the Disclosing Party previously approves the same in writing. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
3. Non-use and Non-disclosure. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose except to perform its obligations under this Agreement and any applicable SOW. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to third parties



Professional Services Agreement

without the prior written approval of the Disclosing Party, except that a Receiving Party may disclose Confidential Information if such disclosure is required by law, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure and assistance in obtaining an order protecting the information from public disclosure.

4. Ownership. All Confidential Information will remain the property of the Disclosing Party, and, except for the limited rights granted in Section 2.2 by CCB Technology and Section 2.3 by Client, no license to use the Confidential Information is granted or implied by the Disclosing Party to the Receiving Party by estoppel, inducement, or otherwise.

5. Representations and Warranties.

1. Client Warranties.

1. Client's Business. Client represents and warrants that the Services, products, materials, data, and information used by Client in connection with this Agreement as well as Client's use of Services does not as of the date of this Agreement, and will not during the Term, operate in any manner that would violate any applicable law or regulation. Client acknowledges that CCB Technology exercises no control over the content of the information passing through Client's website(s) and that it is the sole responsibility of Client to ensure that the information it transmits and receives complies with all applicable laws and regulations.
2. Breach of Warranties. In the event of any breach, or reasonably anticipated breach, of Client's warranties herein, in addition to any other remedies available at law or in equity, CCB Technology will have the right to immediately, in CCB Technology's sole discretion, suspend any Services to Client if deemed reasonably necessary by CCB Technology to prevent any harm to CCB Technology or its business.

2. Warranty Disclaimer by CCB Technology. CCB TECHNOLOGY ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CLIENT EXPRESSLY ACKNOWLEDGES THAT THE CLIENT'S USE OF ANY DOCUMENTATION, SOFTWARE, HARDWARE, OR OTHER GOOD IN CONJUNCTION WITH THE SERVICES IS AT ITS OWN RISK AND ANY APPLICABLE WARRANTY IS BETWEEN THE MANUFACTURER AND CLIENT. TO THE EXTENT ANY PORTION OF THIS DISCLAIMER IS NOT ENFORCEABLE BY VIRTUE OF THIS AGREEMENT BEING GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN AND THE UNITED STATES, THE REMAINING PORTION OF THIS DISCLAIMER SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAWS OF SUCH JURISDICTION.

6. Limitations of Liability

1. Exclusions. Except for breach of Section 4 (Confidential Information), neither party will be liable to the other for any lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption of business, even if CCB Technology or the other party is advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
2. Maximum Liability. CCB TECHNOLOGY'S MAXIMUM AGGREGATE LIABILITY TO CLIENT FOR PROVISION OF THE SERVICES, OR RELATED TO OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO CCB TECHNOLOGY FOR THE SERVICES FOR THE SIX (6) MONTH PERIOD PRIOR TO WHEN THE CAUSE OF ACTION AROSE.
3. Basis of the Bargain; Failure of Essential Purpose. Client acknowledges that CCB Technology has set its prices and entered into this Agreement in reliance upon the limitations of liability set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed their essential purpose.



Professional Services Agreement

7. Indemnification.

1. Client agrees to indemnify, defend, and hold harmless CCB Technology, its employees, subsidiaries, and affiliates, successors and permitted assigns from and against all third party suits and claims, including reasonable attorneys' fees and court costs ("Claim") to the extent such Claim is based, in whole or in part, on (i) Client's material breach of its contractual obligations hereunder, (ii) Client's improper or unauthorized use of the Services, or (iii) any breach by Client of its warranties hereunder. Client shall pay all damages or settlements resulting from the Claim, but Client shall not enter into any settlement that affects CCB Technology's rights or interest without CCB Technology's prior written approval, which will not be unreasonably withheld. CCB Technology reserves the right to participate in and/or control any litigation regarding a Claim under this section with counsel of its own choosing, at CCB Technology's expense, and Client agrees to cooperate with CCB Technology in connection with such litigation, including by providing to CCB Technology all available information.
2. CCB Technology agrees to indemnify, defend, and hold harmless Client, its employees, subsidiaries, and affiliates, successors and permitted assigns from and against all Claims to the extent such Claim is based, in whole or in part, on (i) CCB Technology's material breach of its contractual obligations hereunder, or (ii) CCB Technology's gross negligence in the performance of the Services. CCB Technology shall pay all damages or settlement resulting from the Claim, subject to Section 6.2 (Maximum Liability), but CCB Technology shall not enter into any settlement that affects Client's rights or interest without Client's prior written approval, which will not be unreasonably withheld. Client reserves the right to participate in and/or control any litigation regarding a Claim under this section with counsel of its own choosing, at Client's expense, and CCB Technology agrees to cooperate with Client in connection with such litigation, including by providing to Client all available information

8. Term and Termination.

1. Term. Subject to the terms and conditions hereof, this Agreement shall remain in effect until terminated by either party pursuant to Section 8.2.
2. Termination. Either party may terminate this Agreement, with or without cause, upon five (5) days notice to the other party.
3. Effect of Termination. Upon the effective date of termination of this Agreement: (i) CCB Technology may immediately cease providing Services; (ii) the licenses granted in Sections 2.2 and 2.3 shall terminate; (iii) Client shall immediately pay CCB Technology for any Services provided prior to the effective date of termination; (iv) all Confidential Information shall be returned to the Disclosing Party and neither party shall make or retain any copies of any returned Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and (v) all tools and materials owned by CCB Technology and located at Client's facilities shall be returned to CCB Technology.
4. Survival. The following provisions will survive any termination of this Agreement: Sections 1 (Definitions), 2.4 (Ownership), 2.5 (Trademarks), 4 (Confidential Information), 6 (Limitations of Liability), 7 (Indemnification), 8 (Term and Termination), and 9 (Miscellaneous Provisions).

9. Miscellaneous Provisions.

1. Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.
2. Marketing. Client acknowledges that CCB Technology may refer to Client by trade name and trademark, and may briefly describe Client's business, in CCB Technology's marketing materials and website. Client hereby grants CCB Technology a license to use any Client trade names and trademarks solely in connection with the rights granted to CCB Technology pursuant to this Section; however, CCB Technology will not make use of such license without Client's prior written consent.
3. Government Regulations. Neither party shall export, re-export, transfer, or make available, whether directly or



Professional Services Agreement

indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client operates or does business.

4. **Governing Law; Venue.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. All disputes arising under this Agreement shall be resolved exclusively in state or federal courts located in the State of Wisconsin, to which jurisdiction and venue the parties hereto irrevocably consent.
5. **Severability; Waiver.** The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
6. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except that each party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
7. **Notices.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when hand delivered, when sent by prepaid express or courier delivery service, when sent by facsimile transmission actually received by the receiving equipment, by e-mail of a .pdf document (with confirmation of transmission of reply e-mail) or three days after deposited in the United States mail, certified mail, postage prepaid, return receipt requested.
8. **Entire Agreement.** This Agreement, including all Scope of Works, exhibits and documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter.

EXHIBIT A

CCB TECHNOLOGY ACCEPTABLE USE POLICY

CCB Technology has formulated this Acceptable Use Policy (the "Policy") in order to encourage the responsible use of the services (the "CCB Technology Service") provided by CCB Technology to our users ("Users"), and to enable us to provide Users with secure, reliable, and productive service.

General Conduct

The CCB Technology Service must be used in a manner that is consistent with the intended purpose of the CCB Technology Service and may only be used for lawful purposes. Users shall not use the CCB Technology Service in order to transmit, distribute, or store material: (i) in violation of any applicable law or regulation, including export or encryption laws or regulations; or (ii) that may expose CCB Technology to criminal or civil liability. Users are further prohibited from assisting any other person in violating any part of this Policy.

Responsibility for Content

CCB Technology takes no responsibility for any material created or accessible on or through the CCB Technology Service. CCB Technology is not obliged to monitor or exercise control over such material, but reserves the right to do so. In the event that CCB Technology becomes aware that any such material may violate this Policy and/or expose CCB Technology to civil or criminal liability, CCB Technology reserves the right to block access to such material and suspend or terminate service with respect to any User creating, storing, or disseminating such material. CCB Technology further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that CCB



Professional Services Agreement

Technology deems responsible for the wrongdoing.

Inappropriate Content

Users shall not use the CCB Technology Service to transmit, distribute, or store material that is inappropriate, as reasonably determined by CCB Technology, or material that is indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

Intellectual Property

Material accessible through the CCB Technology Service may be subject to protection under privacy, publicity or other personal rights and Intellectual Property rights including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets, or other proprietary information. Users shall not use the CCB Technology Service in any manner that would infringe, violate, dilute or misappropriate any such rights. If Users use a domain name in connection with the CCB Technology Service it must not be used in violation of the trademarks, service marks, or similar rights of any Third Party.

Harmful Content

Users shall not use the CCB Technology Service to transmit, distribute, or store material that contains a virus, worm, Trojan horse, or other component harmful to the CCB Technology Service or any other Users.

Fraudulent/Misleading Content

Users shall not use the CCB Technology Service to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. Users are prohibited from submitting any false or inaccurate data on any order form or online application, including the fraudulent use of credit cards.

Unsolicited Messages

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A User shall not use another site's mail server to relay mail without the express permission of the site.