*AMENDED AGENDA

1. Call Meeting to Order
2. Establish a Quorum
3. Adopt Agenda / Properly Noticed
4. Approve Minutes of July 13, 2020 Regular Public Safety Committee Meeting.
5. Correspondence
6. Public Comment
7. Supervisor Response
8. Continuing / Pending Business
9. Sheriff’s Department
   - Review/Approve: Resolution 20-____ Approval of Gift, Grant and/or Donation to the Sheriff’s Office – AAA Foundation for Traffic Safety Grant in the amount of $7,054.40
   - Review/Approve: Resolution 20-____ Approval of Gift, Grant and/or Donation to the Sheriff’s Office – COPS Office Community Policing Development Micro Grant in the amount of $30,000
   - *Review/Approve: Resolution 20-____ Approval of Gift, Grant and/or Donation to the Sheriff’s Office - $5,000 Donation by Reserve Deputy Gary Skinner for purchase of Reserve Division squad.
   - Commendation: Deputy Robert LaViolette
   - Review: Voluntary Agreement By and Between The State of Wisconsin Department of Health Services, and Door County for Competency Restoration in the Door County Jail
   - Review Average Daily Population, Jail Mental Health and Operation Fresh Start Reports
   - FYI: Completion of Correctional Training and Evaluation Program: Deputy Selene Day and Deputy Aaron Quade
   - Request to Refill: Security Deputy
   - Emergency Services
     - FYI - Monthly Report
   - Emergency Management & Communications
     - Communications
       - FYI - Monthly Report
       - Review/Approve: Baycom Contract
       - FYI – Communication Study
     - Emergency Management
       - Emergency Management Update
10. Request for Agenda Items for Next Month’s Meeting
11. Review of Vouchers, Claims and Bills
12. Next Meeting Date: September 14, 2020
13. Meeting Per Diem Code
14. Adjourn

Deviation from the order shown may occur

In light of the declared state of emergency and to mitigate the impact of COVID-19 this meeting will be conducted by teleconference or video conference. Members of the public may join the meeting remotely or in-person in the Peninsula Room (C121) 1st Floor Government Center (please note public in-person has limited capacity and is on a first come, first served basis).
To attend the meeting via computer:
Go to: https://doorcounty.webex.com/doorcounty/onstage/g.php?MTID=e9f6cf631e7d9bae6249c1be191a61747
Event Password: Aug10ps2020
To Connect via phone:
Call: 1-408-418-9388
Access Code: 146 601 3242

In compliance with the Americans with Disabilities Act, any person needing assistance to participate in this meeting, should contact the Office of the County Clerk at (920)746 2200. Notification 48 hours prior to a meeting will enable the County to make reasonable arrangements to ensure accessibility to that meeting.

Posted: 8/7/2020 By: Diane Franklin
Call Meeting to Order
Chairman Joel Gunnlaugsson called the July 13, 2020 Public Safety Committee meeting to order at 1:00 p.m. at the Door County Government Center.

Establish a Quorum
Present: Joel Gunnlaugsson, Roy Englebert, Kara Counard, Megan Lundahl, Laura Vlies-Wotachek, Bob Bultman, and Alexis Heim-Peter.

Others present: Administrator Ken Pabich, Corporation Counsel Grant Thomas, ES Director Aaron LeClair, EM&C Director Dan Kane, Sheriff Tammy Sternard, Chief Deputy Patrick McCarty, Lieutenant Bob Lauder, Lieutenant Kyle Veeser, Deputy Greg Medlen, Dallas Neville-Deputy Director Emergency Police Services, Mike Johnson-Clay Banks Town Chairman and Administrative Assistant Diane Franklin.

"These minutes have not been reviewed by the oversight committee and are subject to approval at the next regular committee meeting."

Adopt Agenda / Properly Noticed
Motion by Englebert, seconded by Lundahl to adopt the agenda. Motion carried by unanimous voice vote.

Approve Minutes of June 8, 2020 Regular Public Safety Committee Meeting. Motion by Bultman, seconded by Heim-Peter to approve the minutes of the June 8, 2020 Public Safety Committee Meeting. Motion carried by unanimous voice vote.

Correspondence
Gunnlaugsson handed out to the committee members an email he received from Dan Spaulding regarding the request for shields and helmets for the Sheriff's Office (email attached to minutes).

Public Comment
- Mike Johnson
- McKayla Kifer
- Don Friex
- Dan Spaulding

Supervisor Response
- Heim Peter responds to Chairman of Clay Banks that the C.A.T.S. committee is looking into the communication issue and will be following up later this month.
- Vflies Wotachek responds to Mike Johnson stating there is talk about creating a task force regarding communication issues in the county and that is coming from DCEDC.

Continuing / Pending Business

Sheriff's Department
Relative Authority, Responsibilities and Roles of County Board Members and Sheriff
CC Grant Thomas states the County Boards authority primarily rests in the area of the budget. The Sheriff is a constitutional officer and has authority to set forth in statute the ways and means by which those authority or duties to carry it out are the Sheriffs alone. The County Board cannot impose policy on the Sheriff; the County Board cannot set Use of Force policy for the Sheriff's Department. The County Board can suggest, they can review, they can engage in dialogue with the Sheriff, but it is up to the Sheriff to do what he/she thinks is correct. CC Grant states we have reviewed and redone the policy at least twice in the past 10 years. CC Thomas states the easiest way to think about this is the County Board controls the purse strings; but you have
to give the Sheriff enough money to reasonably carry out her/his responsibilities, and the Sheriff’s needs to carry out the statutory responsibilities.

Emergency Police Services (EPS) Presentation
Sheriff Sternard introduces Dallas Neville, Deputy Director of the Emergency Police Services (EPS) presents information on what EPS is:

- The EPS was founded in 1961
- EPS is a mechanism to help Sheriff’s and Chiefs get mutual aid under an emergent situation or under a planned event to help local law enforcement, everything starts and ends local.
- If an emergency arises, the Sheriff or Chief reaches out to the area director who works with the State EPS Deputy Director in setting up mutual aid response with local, state and federal law enforcement.
- There are seven (7) different regions, each region is represented by a Sheriff within that region

Review/Approve: Resolution 20-____ Approval of Gift, Grant and/or Donation to the Sheriff’s Office – Adopt a Soldier Donation of $10,000 for Personal Protective Equipment.
Vlies-Wotacheck makes motion to approve the Resolution 20-____ Approval of Gift, Grant and/or Donation to the Sheriff’s Office-Adopt a Soldier Donation of $10,000 for Personal Protective Equipment. Heim Peter seconds the motion. Sternard states she has included in the packet the letter from Adopt-A-Soldier wishing to donate $10,000 for personal protective equipment for the sheriff’s deputies. Sternard states it is her understanding this same group has offered the same donation to the City of Sturgeon Bay and they are going to be accepting theirs, and also a smaller donation to Washington Island Police Department and the Gibraltar Police Department, enough to purchase the minimum protective equipment. Sternard states she received numerous phone calls and had face-to-face meetings over the last month regarding this request. Sternard states she is responsible to protect all citizens of Door County. Sternard reiterates this equipment will not be used against citizens of Door County; it will be used to protect the deputies if they are called to a situation that would require it and to protect the citizens. Since our last meeting, Sternard states she has received requests from Madison, Brown County, Milwaukee and Sheboygan requesting mutual aid; one day it may be Door County requesting aid, anyone believing that Door County is exempt is wrong. Sternard states she will be working with Chief Porter and the other law enforcement agencies when purchasing the equipment. Sternard states if this donation is not accepted, she will go through the normal budget process and budget for personal protective equipment. Sternard states in speaking with agencies throughout the state, a helmet and shield are standard equipment in their squads, we are way behind the times. Sternard states she just wants her deputies safe, that is it, it is that simple. Discussion regarding minimum required gear, responding to EPS requests and training. Gunnaugsson calls for a vote, motion carried on a vote of 5 yes and 2 no (Bultman and Counard) voice vote. To send on to County Board.

Use of Force Information.
Sheriff Sternard reviews the Use of Force Policy for the patrol and jail division and the 2019 Use of Force Annual Report.

2021 CIP – Body Camera’s.
Administrator Pabich states this is an FYI only at this time; it is submitted as part of the CIP budgeting process.

Review Average Daily Population, Jail Mental Health and Operation Fresh Start Reports.
Lieutenant Kyle Veeser reviews reports with committee.

Update: Bridgeways for Youth Diversion Grant
Sheriff Sternard states we have been working with Human Services on a juvenile diversion program that would be run much like the adult diversion program. Sheriff Sternard states she worked with Human Services and did write a grant and we did receive that grant and that will offset the cost of the case manager and will pay for treatment and resources for that program. In August, Sheriff Sternard will bring the case manager to give a presentation on how the program will work.

Emergency Services
FYI – Monthly Report
EMS Director LeClair reviews report with committee.

EMS Director LeClair states at the last Facilities and Parks meeting they passed on to County Board purchasing the Dairy Building and remodeling it. Financing still needs to be worked out.

ES Write-Offs
Committee reviews the handout EMS Director LeClair presents with accounts to be written off. Motion by Englebert, seconded by Bultman, to approve the write-offs in the amount of $12,436.29. Motion carried by voice vote.

Emergency Management & Communications
Communications
FYI – Monthly Report
EM&C Director Dan Kane reviews monthly reports with committee members.

FYI-Town of Clay Banks Tower Resolution
Discussed and responded to during Public Comment and Supervisor Response

Review/Approve Baycom Contract.
EM&C Director Dan Kane the Baycom contract is up January 2021. Baycom maintains the dispatch system and the 911 phone system. Committee would like more information on the contract. EM&C Director Kane will bring back next month with more information.

Review/Approve Bay Electronics Contract.
EM&C Director Kane states Bay Electronics maintains the towers and communication equipment outside of the building. It is the recommendation from the CATS Committee to go with the 3-year contract. Heim-Peter would like it in the contract to get updates as to what service work is being done when they are called out instead of only annually. Motion by Heim-Peter to accept the 3-year contract, seconded by Englebert. Motion approved on a voice vote.

Emergency Management
COVID19 Update
EM&C Director Kane states:
- As of July 13, 2020 Door County has had 3,481 total tests, 3,270 negative tests, 152 pending tests and 57 positive tests.
- Have Recovery Task Force meeting this week
- Door County is considered “medium” activity risk level and we are surrounding by “high” activity risk counties.
- The State of Wisconsin has reach a high of 696 positive tests per day

Flooding
- EM&C Director Kane states he has received a check from the WI Disaster Relief Fund in the amount of $8,895.80 from last Novembers storms.

Request for Agenda Items for Next Month’s Meeting.
BayCom Contract, Staffing Analysis, Bridgeways for Youth Diversion Presentation

Review of Vouchers, Claims and Bills
Reviewed.

Next Meeting Date
Regular Meeting – August 10, 2020 at 1:00 p.m.

Meeting Per Diem Code
1076
Adjourn
Motion by Vlies-Wotachek, seconded by Bultman to adjourn. Motion carried. Time 3:05 p.m.

Respectfully submitted by Diane Franklin, Administrative Assistant
On Jul 9, 2020, at 15:01, Dan Spaulding <danieljspaulding@live.com> wrote:

Good afternoon Joel -

I recently emailed the finance committee after their decision to deny basic protective gear for our Sheriff’s Department. I’d like the email I sent to them, which I have below, to be added in some way to the upcoming Agenda for the Public Safety meeting on July 13th. If at all possible, I’d like to put the email into public comments. Whether that is by someone from the Public Safety committee reading it in, or by having me read the email in. Please let me know what I need to do so this can be added and read in to the meeting.

Email to the finance committee:

To whom it may concern:

I write to you to express my deep sadness and frustration with a recent decision of the Finance Committee. A decision has been made to deny the very basic of protection to the people who protect this County on a daily basis. From what I have gathered, your decision is based on emotion and optics, not on logic of basic needs. While I understand your concern of optics during these times in our country, you are put in a decision-making position with the expectation that you have the ability to put emotion aside.

In a perfect world, our Deputies would never and will never have the need to use face protection or shields. Sadly, we do not live in a perfect world. Your decision to deny a request puts people at risk because you let opinion cloud your judgement. Opinion won over Deputy safety. Please read that last sentence again. There could only be one other explanation for your decision. It would seem that you only want to think about Door County as the utopia that you have created in your mind. That way you don’t have to think about some of the things that actually go on here. We are lucky to live in a place like Door County. It is a wonderful place to call home. But don’t be blind to what happens behind the scenes to keep it that way.

I urge you, to at least internally answer the questions below, as I don’t expect any of you will reply.

- Do you actually understand what our Deputies do on a daily basis to keep Door County a safe place to call home?
- Have you gone on a ride-a-long with a deputy to observe, first-hand, their community engagement and what they see and do on a daily basis?
- Do you understand the difference in the basic equipment being requested vs the “riot gear” people are claiming this to be?
- Have you ever witnessed a high-risk situation where Law-Enforcement was involved?
- Have you ever been put in a situation where mutual aid from another City or County was requested and you had to decide whether or not to send help without your Deputies having basic protective equipment?
• Have you ever held a position where making sure your people get home at the end of their shift is a top priority?
• Have you ever had to place a call to the City Police or Sheriff’s Department that they responded to only to not give a second thought to what kind of call they will respond to next or the call they just came from?
• Have you ever had to perform life-saving measures to save a Door resident or tourists life?
• Have you ever had to carry out a search warrant to a potentially dangerous house or initiate a traffic stop of a potentially dangerous person carrying drugs into this County that could hurt a Door County resident or maybe even someone you love?

All of those are tough and uncomfortable questions. Normally those kinds of questions result in hearing nothing but crickets in the room. But I have one more question that might be the most uncomfortable question yet:

• What is your favorite sound? I used to have quite a few. The sound of a sporting event. The sounds of tractors working in the fields. The birds in my back yard. The sound of my wife’s laugh. Do you want to know what my favorite sound is now? Hearing the Velcro being undone when my wife gets home and is taking off her protective vest after her shift on the road as a Door County Sheriff’s Deputy.

Your decision has put my wife’s safety in jeopardy along with the entire Sheriff’s Department. I don’t take that lightly. What you did is fail the Sheriff’s Department, the Deputies and their families. All because you care more about people’s opinion of you vs worrying about someone’s safety or life. Do any of you have the courage to look me or any Deputy’s family in the eyes and tell us some people’s opinion matter more to you than our family’s lives? I doubt it.

This can’t be about the money. There is no logical way to explain, although I certainly hope you try, that $10,000 is not worth protecting the people who protect this County every single day. $10,000 should be an easy decision to protect just one of our Deputies for what they do for us.

I certainly hope you read this entire email. I certainly hope it made you uncomfortable. And I certainly hope you reconsider the shameful decision you made when it comes to the safety of the people who keep you safe.

Respectfully,
Dan Spaulding
Resolution No. 2020-____
APPROVAL OF GIFT, GRANT AND/OR DONATION TO THE
SHERIFF’S OFFICE

APPROVAL OF AAA FOUNDATION FOR TRAFFIC SAFETY GRANT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Section 59.52(19) Wisconsin Statutes empowers the County
Board to accept donations, gifts, or grants of money for any public governmental
purpose within the powers of the County; and

WHEREAS, Resolution 75-84 entitled “Gifts, Grants & Donations to the
County of Door” requires approval of the Door County Board of Supervisors, for
acceptance of all donations, gifts, and grants whether in the form of money, or
personal or real property; and

WHEREAS, Rule of Order #38, entitled ‘Donations, Gifts or Grants’, authorizes
a department to accept donations, gifts or grants in amounts up to $999.00. An
oversight committee may accept donations, gifts or grants in amounts up to
$4,999.00. County Board shall be provided notice of any donation, gift or grant
equal to or in excess of $5,000.00 prior to acceptance. An itemized report of all
donations, gifts or grants shall be submitted to the County Board on an annual
basis; and

WHEREAS, The AAA Foundation For Traffic Safety has approved a grant in
the amount of $7,054.40 for the Door County Sheriff’s Office

WHEREAS, The funds will be used to purchase Traffic Incident Management
Equipment that will consist of 40 sets of LED Flares which will outfit every squad
in the Sheriff’s Fleet

WHEREAS, The Public Safety Committee has voted to support accepting the
above described grant.

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of
Supervisors does hereby authorize the Door County Sheriff’s Office to accept the
grant as described above.

BE IT FURTHER RESOLVED, That the AAA Foundation For Traffic Safety
Grant will be administered by the Door County Sheriff’s Office, subject to Public
Safety Committee oversight.

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

Joel Gunnlaugsson, Chairperson
Alexis Heim Peter
Bob Bultman
Megan Lundahl
Kara Counard
Laura Vlies Wotachek
Roy Englebert

Reviewed by:
__________________________ , Corp. Counsel
Reviewed by:__________________________, Administrator

FISCAL IMPACT: The Grant
funds will be used for the
specified purpose: no additional
County funds are required
because of the acceptance of this
Grant. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify
that the above is a true and correct copy of a
resolution that was adopted on the 26th day
of May, 2020 by the Door County Board of
Supervisors.

Jill M. Lau
County Clerk, Door County
Lt. Lauder,

I am pleased to inform you that we have approved your grant application for Traffic Incident Management equipment. Before we have the check sent, please confirm that you have not already purchased these items using another funding source.

**PLEASE NOTE NEW EMAIL ADDRESS BELOW**

**Nick Jarmusz**

Director of Public Affairs - Midwest Region
AAA - The Auto Club Group
(G08) 828-2495 – Office
(G08) 556-4744 – Mobile
nijarmusz@acg.aaa.com

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This communication (including all attachments) is intended solely for the use of the person(s) to whom it is addressed and should be treated as a confidential ACG communication. If you are not the intended recipient, any use, distribution, printing, or copying of this email is strictly prohibited. If you received this email in error, please immediately delete it from your system and notify the originator. Your cooperation is appreciated.

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From: Lauder, Bob <Blauder@co.door.wi.us>
Sent: Thursday, February 13, 2020 2:06 PM
To: Jarmusz, Nicholas <NJarmusz@autoclubgroup.aaa.com>
Subject: [EXTERNAL] RE: Traffic Safety Grant Program

Mr. Jarmusz

Improving safety during traffic incidents not only for the officers but the community is a top priority for the Sheriff’s Office, our request would allow us the opportunity to provide each of our emergency response vehicles with updated technology.

As much as we would like to deploy the requested equipment to each of our fleet vehicles at the same time we understand it may not be possible to fund this project at 100%, we would be grateful for any assistance provided to help us with the project. Again, thank you for your time and consideration of our grant.

Bob Lauder
Field Services Lieutenant
Door County Sheriff Office
1201 S Duluth Ave
Sturgeon Bay WI 54235
Office 920-746-2595
Cell 920-495-7340
Resolution No. 2020-__
APPROVAL OF GIFT, GRANT AND/OR DONATION TO THE
SHERIFF’S OFFICE

APPROVAL OF COPS OFFICE COMMUNITY POLICING DEVELOPMENT MICRO GRANT

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Section 59.52(19) Wisconsin Statutes empowers the County Board to accept donations, gifts, or grants of money for any public governmental purpose within the powers of the County; and

WHEREAS, Resolution 75-84 entitled “Gifts, Grants & Donations to the County of Door” requires approval of the Door County Board of Supervisors, for acceptance of all donations, gifts, and grants whether in the form of money, or personal or real property; and

WHEREAS, Rule of Order #38, entitled ‘Donations, Gifts or Grants’, authorizes a department to accept donations, gifts or grants in amounts up to $999.00. An oversight committee may accept donations, gifts or grants in amounts up to $4,999.00. County Board shall be provided notice of any donation, gift or grant equal to or in excess of $5,000.00 prior to acceptance. An itemized report of all donations, gifts or grants shall be submitted to the County Board on an annual basis; and

WHEREAS, The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) has approved a micro grant in the amount of $30,000.00 for the Door County Sheriff’s Office.

WHEREAS, The funds will be used as a part of the Door County Sheriff’s Office Wellness Program for mental health wellness checks and a wellness app.

WHEREAS, The Public Safety Committee has voted to support accepting the above described grant.

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of Supervisors does hereby authorize the Door County Sheriff’s Office to accept the grant as described above.

BE IT FURTHER RESOLVED, That the COPS Office Community Policing Development Micro Grant will be administered by the Door County Sheriff’s Office, subject to Public Safety Committee oversight.

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

Joel Gunnlaugsson, Chairperson
Alexis Heim Peter
Bob Bultman
Megan Lundahl
Kara Counard
Laura Vlies Wotachek
Roy Englebert

Reviewed by:
____________________, Corp. Counsel
Reviewed by: __________________, Administrator

FISCAL IMPACT: The Grant funds will be used for the specified purpose: no additional County funds are required because of the acceptance of this Grant. STW

Certification:
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of May, 2020 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County
From: Matthews, Vonda (COPS) <Vonda.Matthews2@usdoj.gov>
Sent: Thursday, July 9, 2020 1:35 PM
To: STERNARD, TAMMY <TSTernard@co.door.wi.us>; PABICH, KEN <kpabich@co.door.wi.us>
Cc: McCarty, Pat <pmccarty@co.door.wi.us>
Subject: COPS Office Grant Follow-up and Project Manager Contact information

Re: COPS Office Community Policing Development (CPD) Microgrant award number 2020CKWX0014
Project Title: Door County Sheriff's Office Wellness Program
ORI WI01500

Dear Sheriff Tammy Sternard and Administrator Ken Pabich:

Congratulations! It is my pleasure to follow-up on the good news on your approved proposal for the COPS Community Policing Development (CPD) Office Microgrant program in the amount of $30,000. The COPS Office recognizes and appreciates your commitment to this very important initiative. I look forward to working with you on innovative project.

To officially accept and begin your COPS Office CPD Microgrants Program award, your organization must access https://portal.cops.usdoj.gov, to log in, review, and electronically sign the award package within 45 days of the date shown on the award congratulatory letter. Please see the Agency Portal User Manual at https://cops.usdoj.gov/cpdmicrogrants#programdocuments for detailed instructions on award acceptance. This guide will provide your agency with all of the information needed to successfully establish Account Roles and assign User Permissions in preparation to sign the Award Documents, as well as manage many aspects of your COPS Office award online. Please review and follow these steps carefully as this is the only method for signing your Award Document.

Your agency can be reimbursed for allowable and approved expenditures made on or after the day your award was announced on July 6, 2020. Please be advised that the COPS Office may not have approved some of your requested items during the budget review process. When you receive your award package, please carefully review your Financial Clearance Memorandum (FCM) to determine your approved budget, your agency may only use COPS funds for approved items. The FCM will specify the final award amount and will identify any disallowed costs. We strongly encourage you immediately visit the award web page it contains supplemental online award package that contains a variety of important and helpful documents that will assist you with the implementation of your award, including the 2020 Award Owner’s Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. You will find all the details at https://cops.usdoj.gov/cpdmicro-award.

As part of the 2020 Microgrant award your agency will be required to submit Federal Financial Reports (SF-425) as well as program progress reports twice a year. COPS Office award recipients should be prepared to track and report COPS funding separately from other funding sources (including other COPS Office and federal awards) to ensure accurate financial and programmatic reporting on a timely basis. Your agency should ensure that you have financial internal controls in place to monitor the use of Microgrant funding and ensure that its use is consistent with the award terms and conditions.

I look forward to working with your agency on this innovative project as your COPS Office program manager. I am hopeful that your efforts will result in a promising practice worth sharing. Let’s set-up a kickoff phone call with your
partners on this project to make sure we are all on the same page. If you have any questions about your award, please call me at 202-616-9430 or email me and Vonda.mathews2@usdoj.gov. Let me know when would be a good time to hold our kick-off phone call or if I can help your staff set up a video conference call.

Sincerely,
Vonda Matthews

Vonda Matthews
Policy Analyst | U.S. Department of Justice
Office of Community Oriented Policing Services (COPS Office)
145 N St., NE | Washington, D.C. 20530
Primary (Desk): 202.616.9430
Twitter: @COPSOffice | Facebook: DOJCOPS
Resolution No. 2020-___  
APPROVAL OF GIFT, GRANT AND/OR DONATION TO THE DOOR  
COUNTY SHERIFF’S OFFICE

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

WHEREAS, Section 59.52(19) Wisconsin Statutes empowers the County  
Board to accept donations, gifts, or grants of money for any public governmental  
purpose within the powers of the County; and

WHEREAS, Resolution 75-84 entitled “Gifts, Grants & Donations to the  
County of Door” requires approval of the Door County Board of Supervisors, for  
acceptance of all donations, gifts, and grants whether in the form of money, or  
personal or real property; and

WHEREAS, Rule of Order #38, entitled ‘Donations, Gifts or Grants’, authorizes  
a department to accept donations, gifts or grants in amounts up to $999.00. An  
oversight committee may accept donations, gifts or grants in amounts up to  
$4,999.00. County Board shall be provided notice of any donation, gift or grant  
equal to or in excess of $5,000.00 prior to acceptance. An itemized report of all  
donations, gifts or grants shall be submitted to the County Board on an annual  
basis; and

WHEREAS, Gary Skinner is a member of the Door County Sheriff’s Office  
Reserve Unit.

WHEREAS, The Door County Sheriff’s Office Reserve Unit often has multiple  
functions occurring at the same time or functions that require more than one squad.  
Many of our reserves live in Northern Door and have to drive to Sturgeon Bay to  
pick up the Reserve Unit squad only to return to Northern Door for a function.

WHEREAS, Gary Skinner has offered to donate $5,000.00 for the purchase of  
a second Reserve Unit squad to be stationed at the north office in the summer  
months; and

WHEREAS, The Public Safety Committee has voted to support accepting the  
above described donation.

NOW THEREFORE, BE IT RESOLVED, That the Door County Board of  
Supervisors does hereby authorize the Door County Sheriff’s Office to accept the  
donation as described above.

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

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<thead>
<tr>
<th>Name</th>
<th>Signature</th>
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<td>Joel Gunnlaugsson</td>
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<td>Alexis Heim Peter</td>
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<td>Bob Bultman</td>
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<td>Kara Counard</td>
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<td>Laura Vlies Wotachek</td>
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<td>Roy Englebert</td>
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Reviewed by: __________________________, Corp. Counsel  
Reviewed by: __________________________, Administrator  

FISCAL IMPACT: The donated funds will be used for the  
specified purpose. The Door County Sheriff’s Office would be  
responsible for maintaining the squad after the purchase;  
expenses for maintaining the squad will come out of their  
operational budget. STW

Certification:  
I, Jill M. Lau, Clerk of Door County, hereby certify  
that the above is a true and correct copy of a  
resolution that was adopted on the 26th day  
of May, 2020 by the Door County Board of  
Supervisors.
July 30, 2020

Joseph S. Bernstein, MD
Dixie A. Beesley-Bernstein
N2455 Cardinal Lane
PO Box 700138
Oostburg, WI 53070
jsbernstein@gmail.com
920.564.2536

Sheriff Tammy Sternard
Door County Sheriff’s Office
1201 S. Duluth Avenue
Sturgeon Bay, WI 54235

Dear Sheriff Sternard,

I am writing to commend the assistance Deputy Robert Laviolette provided to my family on the evening of July 27th. We were returning home to Sheboygan from Egg Harbor, when our 2019 Pacifica had engine failure on Highway 42. Officer Laviolette was essential, and incredibly helpful, in guiding us to obtain a tow, acquire a taxi to Green Bay, and assisting our family, including three grandchildren 4yo and twins 1yo, off the road to the safety of a gas station. Frankly, it has been years since I have been stranded roadside and was a bit overwhelmed with the experience. In previous years I would have thanked the officer profusely, as I did, and stopped at that. However, in these crazy times of ‘defunding the police’, I think it is important to recognize the work your staff performs, and how it helps the public. Thank you to all of you.

Sincerely,

[Signature]

Joseph Bernstein
VOLUNTARY AGREEMENT
BY AND BETWEEN THE STATE OF WISCONSIN
DEPARTMENT OF HEALTH SERVICES,
AND
Door County
for
Competency Restoration in the Door County Jail

This Agreement ("Agreement") is made and entered into by and between the State of Wisconsin Department of Health Services ("DHS"), and Door County, Wisconsin ("the County"), hereinafter collectively referred to as "the parties."

WHEREAS, Wis. Stat. § 971.14(5)(a)1. provides that a Court shall commit a criminal Defendant that it finds not competent to proceed but likely to become competent to DHS for custody and treatment to competency; and,

WHEREAS, that statute provides that the DHS shall determine whether the defendant may appropriately receive treatment to competency in a County jail; and,

WHEREAS, the DHS has determined that treatment to competency of certain individuals may be appropriate in the County’s Jail.

NOW, THEREFORE, in consideration of the mutual responsibilities and considerations set forth herein and in any Exhibits attached hereto and incorporated herein by reference, DHS and County agree as follows:

1. TERM OF AGREEMENT
   The Term of this Agreement is from August 1, 2020 through July 31, 2022.

2. SCOPE OF THIS AGREEMENT
   The Agreement and any Exhibits and/or Attachments to this Agreement constitute the entire understanding between the parties. Any conflict in terms shall be governed by the highest listed source. The order of precedence is as follows:
   a. Laws, regulations and policies of the State.
   b. This Agreement, including all exhibits, attachments, appendices, and addenda to the Agreement.

3. FUNDING
   Payment for services incurred by the county jail as described in Appendix A, provided in accordance with the terms of this Agreement shall not exceed $3000 per person.

   County and the DHS agree to renegotiate this Agreement or any part thereof in such circumstances as:
   - Significant reduction in the monies available affecting the substance of this Agreement;
   - Changes required by court action, or by changes to State law or regulations that substantially change the type of services delivered under this Agreement;
   - Implementation of any new program or policy initiative that is not specifically mandated by Federal or State laws, rules or regulations.

   Failure to agree to a renegotiated Agreement under these circumstances is cause for termination of this Agreement.

4. DESCRIPTION OF WORK
   This Agreement supports treatment to competency of designated inmates in the custody of the County Jail who have been determined by the Court to be not competent to proceed at trial, but likely to become competent if treatment is provided.
a. The County shall provide, at its own expense, the care and treatment it would otherwise provide to any inmate in the Jail.

b. DHS will reimburse the County for professional mental health services provided by the County or its subcontractors in furtherance of the inmate’s Court-ordered treatment to competency. Mental health services include psychotropic medications the County provides to the inmate which have been prescribed by a qualified physician, and psychiatric evaluations by the County or its subcontractors in furtherance of the inmate’s mental health care. Appendix A, attached, outlines reimbursement for allowable mental health services. Any services beyond those outlined in Appendix A must be approved by the DHS contract administrator.

c. The County also agrees to provide access in the Jail to the designated Jail inmates for DHS staff and/or DHS subcontractors for purposes of providing competency treatment in furtherance of the Court ordered treatment to competency. The County agrees to provide a suitable space in the jail for treatment to competency programming to occur, this space should support individual counseling between the Jail inmate and the provider of service.

5. INVOICING AND PAYMENTS
Invoices will be provided to DHS within 30 days after the service is provided. The Invoice shall note services and medications provided. Payment shall be for all services and medications approved by DHS during that period, as detailed in Appendix A.

a. Invoice and Payment
Invoices will be submitted by the County to the DHS Agreement Administrator. Invoices must be detailed on an individual inmate basis.

b. Allowable Costs
DHS will reimburse the County for the costs in accordance with Appendix A, attached hereto. Invoices must include the cost of any psychotropic medication provided.

6. CANCELLATION AND TERMINATION
a. Termination for Cause
Either party may terminate this Agreement after providing the other party with ten (10) calendar day’s written notice of the right to cure a failure to perform under the terms of this Agreement unless the other party cures its failure within the 10 day notice period.

Upon the termination of this Agreement each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

b. Termination for Convenience
Either party may terminate this Agreement at any time, without cause, by providing a written notice to the other party at least ninety (90) days in advance of the intended date of termination.

In the event of termination for convenience by the County, the County shall be entitled to receive compensation for any payments owed under the Agreement only for deliverables that have been approved and accepted by DHS. Treatment to competency of the inmates in the Jail shall continue under this Agreement until the date of termination and the inmates will remain in the custody of the Jail, until DHS, in its sole discretion, makes other provision for the inmates.

C. Compensation
In the event of termination for convenience by DHS, the County shall be entitled to receive compensation for any payments owed under the Agreement for deliverables that have been approved and accepted by
DHS and may be compensated for partially completed Services that have value for DHS going forward. In this event, the County may be compensated only for the actual services provided. DHS shall be entitled to a refund for services paid for but not received or implemented, such refund to be paid within 30 days' written notice to the County requesting the refund.

7. NON-APPROPRIATION
DHS reserves the right to cancel this Agreement in writing, 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 Agreement fails to appropriate funds necessary to complete the Agreement. The County reserves the right to cancel this Agreement in writing, in whole or in part, without penalty, if the County Board of Supervisors fails to appropriate funds necessary to complete the Agreement.

8. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION
In connection with the performance of work hereunder, it will be necessary for DHS to disclose to County certain information that is considered to be Confidential, Proprietary, or containing Personally Identifiable Information (“Confidential Information”). The County 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 County 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.

In connection with the performance of work hereunder, it will be necessary for County to disclose to the DHS certain information that is considered to be Confidential, Proprietary, or containing Personally Identifiable Information (“Confidential Information”). The DHS 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 DHS 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.

*Indemnification:* In the event of a breach of this Section by County, County shall indemnify and hold harmless the DHS and the State and any of its officers, employees, or agents from any claims arising from the acts or omissions of the County, and its Subcontractors, employees and agents, in violation of this Section, including but not limited to, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.

In the event of a breach of this Section by the DHS, the DHS shall indemnify and hold harmless the County and any of its officers, employees, or agents from any claims arising from the acts or omissions of the DHS, and its Subcontractors, employees and agents, in violation of this Section, including but not limited to, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.

*Equitable Relief:* The County 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 the 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 the 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 under applicable law.
The DHS 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 the County, 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 the County, 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 under applicable law.

9. NOTICE AND CHANGE OF CONTACT INFORMATION
Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by postal service, certified or registered mail-receipt requested. In the event the County updates contact information, the County shall inform DHS of such change in writing within ten (10) Business Days. DHS shall not be held responsible for payments delayed due to the County’s failure to provide such notice. In the event the DHS updates contact information, the DHS shall inform County of such change in writing within ten (10) Business Days.

10. EXAMINATION OF RECORDS
DHS shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, excerpt, transcribe, and copy, on County’s premises, any of the County’s records involving transactions directly pertinent to this Agreement. If the material is on computer data storage media, the County shall provide copies of the data storage media or a computer printout of such if DHS so requests. Any charges for copies of books, documents, papers, records, computer data storage media or computer printouts provided by the County shall not exceed the actual cost to the County. This provision shall survive the termination, cancellation, or expiration of this Agreement.

11. APPLICABLE LAW
This Agreement shall be governed by the laws of the State of Wisconsin. The County shall at all times comply with and observe all federal and state laws, rules and regulations, and policies and procedures relating to the provisions of services under this Agreement.

12. BREACH NOT WAIVER
A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the County under this Agreement shall not constitute a waiver of default, evidence of proper County performance, or Acceptance of any defective item or work furnished by the County.

13. AGREEMENT AMENDMENT
This Agreement may not be modified or amended except by mutual Agreement of both parties in writing.

14. SEVERABILITY
If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

15. SOVEREIGN IMMUNITY
Nothing in this Agreement shall be construed to constitute a waiver of the County’s immunity under applicable law, or the State’s sovereign immunity under the Eleventh Amendment to the United States Constitution and Article IV, Section 27 of the Wisconsin Constitution.
16. ENTIRE AGREEMENT
This Agreement, including all documents incorporated herein by reference, constitutes the final and complete Agreement of the Parties in connection with the subject matter hereof, and supersedes all prior and contemporaneous Agreements, understandings, negotiations, and discussions, whether oral or written, by the Parties. This Agreement shall be construed as a fully integrated Agreement. There are no warranties, representations, or Agreements among the parties in conjunction with the subject matter hereof, except as specifically set forth or referred to herein.

17. RESPONSIBILITY FOR ACTIONS
The County shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Agreement, and neither the County nor any of the foregoing parties has authority to act or speak on behalf of DHS. The DHS shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Agreement, and neither the DHS nor any of the foregoing parties has authority to act or speak on behalf of the County.

18. STATE TAX EXEMPTION
DHS is exempt from payment of Wisconsin sales or use tax on all purchases.

19. FORCE MAJEURE
Neither party shall be in Default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case, the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

20. Contractor and Apparent Agency
The Contractor, its officers, agents, and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of DHS. To the extent within its reasonable control, the Contractor agrees to take such steps as may be necessary toward assuring that each Subcontractor under this Contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of DHS.

The Contractor shall not take any action, or make any omission, that may imply, or cause others to reasonably infer, that the Contractor is acting as a DHS agent in any matter or in any way not expressly authorized by this Contract.

21. PARTIES’ CONTACT INFORMATION
Communications to either the County or DHS shall be provided in the manner(s) indicated herein. The parties reserve the right to make changes to the contact information by giving ten (10) days' written notice to the other.

| Door County Official | Name: Sheriff Tammy Stenard  
| Address: 203 S. Duluth Ave.  
| Sturgeon Bay, WI 5423  
| Phone: (920) 746-2424  
| Email: t sternard@co.door.wi.us |
|----------------------|-----------------------------|
| DHS Agreement Administrator | Name: Holly Audley  
| Address: 1 W. Wilson St. Rm 850, Madison, WI 53707  
| Phone: 608-266-2862  
| Email: HollyO.Audley@dhs.wisconsin.gov |
This Agreement may be executed in two or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, DHS and the County have executed this Agreement as of the day and year first above written.

_________________________          _________________________
County Sheriff                             Date

Sheriff Tammy Sternard

_________________________
Printed Name

_________________________
DHS Representative

_________________________
Date

Holly O. Audley
Printed Name
APPENDIX A

The Department of Health Services will reimburse the County for costs of mental health services provided by the County (or County contracted healthcare provider) while the inmate is in the custody of the County Jail.

Services eligible for reimbursement include psychiatric evaluations, medication monitoring, other supportive mental health services including crisis intervention services, and psychotropic medications. Services need to be provided by qualified professional staff.

Reimbursement Rates

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<th>Service</th>
<th>Reimbursement Rate</th>
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<td>Psychiatric Evaluation (including documentation)</td>
<td>$200 for the Evaluation</td>
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<td>Medication Monitoring (including documentation)</td>
<td>$50 per 15 minute service</td>
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<tr>
<td>Supportive Mental Health Services crisis services</td>
<td>Dependent upon credential level of (including provider; Reimbursed based on Wisconsin Medicaid rates (see <a href="http://www.forwardhealth.wi.gov">www.forwardhealth.wi.gov</a>)</td>
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<td>Psychotropic Medications</td>
<td>Actual cost</td>
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DOOR COUNTY JAIL DAILY POPULATION INFORMATION  
JULY 2020

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<th>Manitowoc</th>
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Avg 51 45 6 14 0 1 0 3

Total Monthly Bookings: 44
Year to Date Bookings: 350
Previous Year to Date Bookings: 501
Year to Date ADP: 53
Previous Year to Date ADP: 84
Year to Date DC Jail ADP: 42
Previous YTD DC Jail ADP: 64

Definitions:
Daily Head Count - TOTAL number of inmates in the facility at a given time daily

Gender - Number of male and female inmates housed in the facility at time of daily head count, 
does include out of county inmates

Boarders - Inmates housed in the facility from other jurisdictions 
(county, state, federal)

EMP or Monitor - Number of persons serving jail time under alternative methods, such as home detention 
or electronic monitoring.
## Door County Jail Daily Population Information

### 2020

<table>
<thead>
<tr>
<th>Month</th>
<th>Daily Head Count 2020</th>
<th>Daily Head Count 2019</th>
<th>Gender</th>
<th>Huber Inmates</th>
<th># of Boarders</th>
<th># on EMP or home monitor</th>
<th>DC Jail Inmates</th>
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<td>85</td>
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**Graph:**

- **X-axis:** Month (January to December)
- **Y-axis:** Number of Inmates (20 to 100)
- **Trend:** A descending trend with peak in January (85) and minimum in December (64).
<table>
<thead>
<tr>
<th></th>
<th>TOTAL INMATES SERVED</th>
<th>AODA</th>
<th>MENTAL HEALTH</th>
<th>COMBINED MENTAL HEALTH/AODA</th>
<th>TOTAL CONTACTS</th>
<th>EMERGENCY DETENTIONS</th>
<th>SAFETY OBSERVATIONS</th>
<th>AODA GROUP</th>
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Terms Defined:

**Total Inmates Served**: Number of individual inmates seen by mental health provider.

**AODA**: Inmate seen for exclusively Alcohol and Other drug related issues.

**Mental Health**: Inmate seen for exclusively Mental Health related issues.

**Combined**: Inmate seen for a combination of Alcohol/Drug and Mental Health issues.

**Total Contacts**: Inmates may be seen more than once, each visit is recorded as one contact.

**Emergency Detentions**: Inmates who were transferred to an outside mental health agency for evaluation on an (EM-1) based on he/she presented an imminent risk to himself/herself or others.

**Safety Observations**: Inmate was assessed for suicide/self-harm and placed on a safety observation in-house.

**AODA Group**: Number of inmates participating in Alcohol and Other Drug Addiction Program.(Based on Smart Recovery Format- Inside Out)

**Refusals**: Inmates who either submitted a request to see mental health, staff referrals, nurse or physician referrals and inmates in segregation who refused services offered by mental health worker.
## Operation Fresh Start YTD Statistics 2020

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<th></th>
<th>ENTERED PROGRAM</th>
<th>INTERVIEWED INELIGIBLE</th>
<th>ACTIVE PARTICIPANTS</th>
<th>INTERACTIONS WITH PARTICIPANTS</th>
<th>DAYS CREDITED</th>
<th>HUMAN SERVICES INTERACTION</th>
<th>COMMUNITY RESOURCE INTERACTION</th>
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### Terms Defined:

**Entered Program:** Program participants

**Interviewed Ineligible:** Individuals interviewed who did not meet the criteria for OFS

**Active Participants:** Current month active participants

**Interactions with Participants:** Total interactions with Program Administrator

**Days Credited:** Sentence reduction per participant

**Human Services Interaction:** Total interactions with Health & Human Services

**Community Resource Interaction:** Total interactions with Help of Door County; Job Service of Door County; Probation & Parole; etc

**Program Completion:** Participants who have completed the 7 program modules

7 of 9 participants furloughed due to pandemic in April.

7 of 9 participants furloughed due to pandemic in May.

1 participant released May 1. 1 participant remaining.
Monday, July 20, 2020

Selene Day
1036 Egg Harbor Road, Apt. # 28
Sturgeon Bay, WI 54235

Dear Selene,

On behalf of the Door County Sheriff’s Office we would like to take this opportunity to congratulate you on your successful completion of the Corrections Training and Evaluation Program effective 07-22-2020. The main goals of the training program are to help prepare you for a rewarding, safe and honorable career in law enforcement. I hope you found the program to be beneficial and helpful to your law enforcement career. We would encourage you to continue to work hard, learn and grow as an officer. We are certain that your talents and skills will prove to be an asset to our department and community.

Respectfully Submitted,

[Signature]
Sheriff Tammy A. Sternard

[Signature]
Lt. Kyle C. Veeser
Monday, July 20, 2020

Aaron Quade
520 N. Water Street
Algoma, WI 54201

Dear Aaron,

On behalf of the Door County Sheriff’s Office we would like to take this opportunity to congratulate you on your successful completion of the Corrections Training and Evaluation Program effective 07-24-2020. The main goals of the training program are to help prepare you for a rewarding, safe and honorable career in law enforcement. I hope you found the program to be beneficial and helpful to your law enforcement career. We would encourage you to continue to work hard, learn and grow as an officer. We are certain that your talents and skills will prove to be an asset to our department and community.

Respectfully Submitted,

[Signature]
Sheriff Tammy A. Sternard

[Signature]
Lt. Kyle C. Veeser
Bobbi Gilson
E2508 Sunset Road
Luxemburg, WI 54217
(920) 639-4918

LT Kyle Veeser
Door County Sheriff’s Department
1203 S Duluth Ave
Sturgeon Bay, WI 54215

July 20, 2020

Dear Lt Veeser,

I am writing to inform you that I am resigning from my position at the Door County Sheriff’s Department. I have had an amazing experience and have learned a lot while working for the department and unfortunately due to family work schedules I have accepted a job offer with a schedule that will fit into our needs.

I will be starting my new position on August 3, 2020 so my last day will be on August 2, 2020.

I want to say thank you for the opportunity and the experience. The Door County Sheriff’s Department is an exceptional department and place to work. This has been a very difficult decision for me to make and as much as I hate to leave such an amazing department, I know that I need to try this for my family.

Thank you,

Bobbi Gilson
**Request to Refill Position**

**Title:** Security Deputy  
**Department:** Sheriff's Office  
**Position Title:** Security Deputy

<table>
<thead>
<tr>
<th>Date Created</th>
<th>Date Revised</th>
<th>Description</th>
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<tbody>
<tr>
<td>02/06/2020</td>
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<td>Please reference the most current copy of the Door County Employee Handbook and Administrative Manual.</td>
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**DEPT. HEAD TO COMPLETE:**

- **Position Status:**  
  - [ ] Currently vacant  
  - [x] Will be vacant  
  - Date Vacant: August 3rd, 2020  
  - [x] Full Time  
  - [ ] Part Time  
  - [ ] New position  
  - Hours per week: 1947 Annually  
  - [x] Resignation

**Reason for Vacancy:**  
- [ ] Termination  
- [ ] Transfer  
- [ ] Retirement  
- [x] Resignation

**Transfer:** why is the new position more attractive to employee than current one? 

**Name of Current / Most Recent Incumbent:** Bobbi Gilson

**Reviewed, updated, and submitted to Human Resources:**  
- [x] Job Analysis Questionnaire (not to be included in the agenda packet)  
- [x] Job Description

**Completed by:** Tammy Sternard  
**Date:** 07-23-20

**Financial Information:**

- **Salary Range:** $27.00-$32.10 Hourly  
- **Is the Position Budgeted:**  
  - [x] Yes  
  - [ ] No  
- **Funding Source:**  
  - [x] Levy % 100  
  - [ ] Grant Funded %  
  - [ ] Other %  
- [x] Fiscal Impact, from Finance Department, completed and attached

**HR TO COMPLETE:**

- **EEO**  
- **FLSA Status**
  - [ ] Human Resources has performed a position review?  
    - (HR initial) __________ Date  
  - [ ] The Job Description has been updated and signed?  
    - (HR initial) __________ Date

**Approvals:**

- **County Administrator**  
  - Date
- **Administrative Committee Chair**  
  - Date
County of Door
Security Deputy

<table>
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<th>Job Title</th>
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<td>Employee Group</td>
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<td>Report To</td>
<td>Sheriff or his/her designee, Jail Lieutenant/Sergeant provide direct supervision</td>
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General Summary

Under the general direction of the Sheriff, and/or his/her designee. The Shift Sergeant is the direct supervisor. This position is responsible for enforcing all state, county, and federal laws and regulations; investigates criminal activities; assists citizens; makes arrests; does criminal & process serving; completes routine public relations activities; performs various duties within the County Jail. Provide truthful and accurate written and verbal communications. Regular attendance and punctuality along with being prepared to commence work at designated work locations, on the assigned or scheduled days and hours is expected.

Duties and Responsibilities

**Essential Job Functions**

1. Supervise prisoners by conducting regular security checks of the general jail areas, housing units, kitchen, laundry, programs room, recreation area, Huber area and visitation. Conduct regular security inspections of all areas of the facility to help ensure the security and safety of prisoners, staff and visitors.
2. Works an assigned shift using own judgment in deciding course of action in dealing with routine duties, emergency situations, and overall jail operations.
3. Conduct prisoner intake procedures which include medical/mental health screenings, administering a PBT, pat down search, fingerprinting, photos, inventory property, receipt money, enter data into records management system, assign clothing/bedding and appropriate housing assignments.
4. Prepare reports including daily activity logs, visitation logs, intake and release paperwork, commissary records, incident reports, medical/mental health screening forms, etc.
5. Distribute prisoner medications, meals, laundry, mail and commissary.
6. Respond to prisoner disturbances, medical or mental health emergency or requests for assistance. Provide assistance to prisoners in dealing with medical or mental health needs.
7. Prepare prisoners for travel to court, visits from attorneys and transport prisoners between the jail and courts.
8. Process Huber prisoners in and out of the facility for work release.
9. Confirm the prisoners are abiding by the established rules of the facility in documented reports and take appropriate disciplinary action for violations.
10. Carry out duties in conformance with Federal, State, County and City laws and within departmental policies and procedures.
11. Perform transports of prisoners outside the facility.
County of Door
Security Deputy

General Job Functions
1. Works an assigned shift using own judgment in deciding course of action being expected to handle difficult and emergency situations without assistance.
2. Coordinates activities with other officers/deputies or other departments as needed, exchanges information with officers/deputies in other law enforcement agencies, and obtains advice from the District Attorney's Office and Corporation Counsel Office regarding cases, policies and procedures, as needed and assigned.
3. Administer proper breathalyzer procedure.

Training and Experience
1. High School diploma or equivalent.
2. Two (2) year Associate degree from an accredited Wisconsin technical college system or its accredited equivalent from another state or a minimum of sixty (60) fully accredited college level credits.
3. Successful completion of Correction Training Officer (CTO) training and evaluation program within the first six (6) months of hire.
4. Ability to type a minimum of 35 words per minute determined by a standard keyboard test.

Knowledge, Skills and Abilities Required
12. Knowledge of laws, regulations, ordinances and departmental policies and procedures which impact duties in jail.
15. Ability to use tact and discretion to optimize safety and control.
16. Ability to react quickly, both mentally and physically, to any situation.
17. Ability to prepare accurate reports.
18. Ability to operate a variety of jail equipment to include but not limited to: radio, handcuffs, computer, first aid equipment, copy machine, fax machine, camera, fingerprint equipment, intoxilyzer, PBT, Taser, SCBA equipment, and other related equipment.
19. Knowledge and ability to use a computer and current software programs.
20. Ability to use tact and courtesy in maintaining an effective working relationship with department employees, county supervisors, county officials, and general public.
21. Ability to read, comprehend, and communicate, both verbally and in writing.

Physical and Work Conditions
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Work conditions vary by shift. Few tasks require heavy lifting, pushing, pulling, or carrying heavy loads. Flexibility is important because of the need to enter and exit vehicles, inspect buildings and jail cells, climb over and around obstacles, suddenly move out
County of Door
Security Deputy

of the way of dangers, etc. Mental alertness is very important because of the need to make fine
discriminations and decisions concerning subtle cues of impending danger or to discover
inconsistencies in witnesses or suspects' testimonies, etc.

In an effort to provide for continuity of County government and to cope with the problems of the
emergency, you may be required to work during a proclaimed state of emergency, consistent with
Sec. 323.14, Wis. Stats. and County emergency management plans and programs.

The above is intended to describe the general content of the requirements for the performance of this
job. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements.
They may be subject to change at any time due to reasonable accommodation or other reasons.

"The above statements are intended to describe the general nature and level of work being performed
by people assigned to this position. They are not intended to be an exhaustive list of responsibilities,
duties and skills required of personnel so classified." This description is not intended to limit or modify
the right of any supervisor to assign, direct and control the work of employees under supervision.
Door County retains and reserves any or all rights to change, modify, amend, add to or delete from
the section of this document as it deems, in its judgment, to be proper.

Approvals:

Tammy A. Sternard, Sheriff

Kelly A. Hendee, Human Resources Director

Date

1-16-2020

1-1-2020

Date
Fiscal impact and the actual costs

The position is filled or this position change takes place, there may be a difference between the costs projected in this
works, because these estimates and assumptions may change, or may be different than the actual circumstances at the time.
This Fiscal Impact is an example illustration of what the costs would be for this position/position change. It is based on

**Disclosure:** This Fiscal Impact does not include Step 1 $27.82, Step 2 $28.62, Step 3 $29.23.

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**Department:**

**Effective Date:**

**Position Title:**

**From:**

**To:**

**Change:**

**Reason:**

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### Request for Fiscal Impact Information

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08/04/2020

TO: Public Safety Committee

FROM: Aaron LeClair

RE: Operations Summary – July 2020

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EMERGENCY RESPONSE

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YEAR TO DATE

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Training Programs:

Two EMTs and one paramedic are participating in field training. Personnel are participating on-line, in-house training programs, and Squad Meetings. Paramedic staff completed initial RSI/A (rapid sequence intubation/airway) training.

COVID:

The department continues to procure PPE to ensure the safety of our personnel. Shift rotations were altered and remain in place to limit potential exposures between personnel.

Operational Analysis:

The department continues to work on the operational analysis of the department. As discussed before, this analysis will review all aspects of the department. The immediate area of focus is short and long term staffing.
Communications Monthly Report

July 2020

Call Volume

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<th>July 2019</th>
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Peak Call Times

Phone Calls By Hour

Top 5 Calls

1. 911 Hang Up/Follow Up
2. Suspicious
3. Medical
4. Motorist Assist
5. Traffic Violation

Monthly Overview:

1 on board
2 in process
DOOR COUNTY
MASTER PROFESSIONAL SERVICES AGREEMENT FOR VESTA 911

This MASTER PROFESSIONAL SERVICES AGREEMENT entered into this 1st day of January 2020 is made by and between, Baycom Inc hereinafter referred to as “Contractor” and Door County, a municipal corporation and political subdivision of the State of Wisconsin having its principal offices located at 1201 S. Duluth Ave, Sturgeon Bay, WI 54235, (hereinafter referred to as “the County”).

1) PROJECT SERVICES

The County hereby engages Contractor to provide the Services described in the Equipment List incorporated into this Agreement. Additional Project Services may be purchased after the date hereof by attaching to this Agreement one or more additional Statements of Work or change orders executed by both parties.

The County’s point of contact for this Agreement shall be:

Contact: Dan Kane
Telephone: (920) 746-2438
Email: dkaneco.door.wi.us

Contractor shall take direction only from the herein named County point of contact or designee for the performance of this Agreement.

2) ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and incorporates by reference all the terms, conditions and specifications of the Door County Service Agreement and supersedes all other previous communications, representations, understandings and agreements, oral or written between the parties.

Any change orders, task orders, or additional Scopes of Work must be signed by a duly authorized representative of County prior to the commencement of any work.

3) CONTRACT TERM

The term of this Agreement shall begin upon execution of the Agreement by all parties and shall continue in full force for one (1) calendar year.

4) COMPENSATION

In consideration of Contractor providing the Services hereunder, the County shall pay to Contractor, at its principal place of business identified on the signature page hereto, a payment of $18,200.00 within 30 days of January 1, 2020.

If the Project Services are canceled at any time prior to completion, all fees and expenses accrued to the date of such cancellation will be billed to the County at such time and paid by the County promptly thereafter. In addition, in the event of any such early cancellation of any Services, the County shall be responsible for any expenses incurred by Contractor arising out of any non-cancelable contracts with third parties entered into by Contractor on the County’s behalf pursuant to this Agreement.

No further compensation of any amount or kind will be given, unless agreed to by the County in writing by the County. As a matter of practice, the County attempts to pay all invoices in thirty (30) days.

5) CHANGES IN THE WORK

The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.
A Change Order, in a format acceptable to both the County and the Contractor, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. All change orders shall be incorporated into this Agreement. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

6) EXCEPTION TO THIS SERVICE AGREEMENT INCLUDE

Physical damage/act of God. Example: Water leakage onto equipment, power line surge damage or lightning damage. Most cases covered by insurance.

Physical hardware replacements are not covered under this agreement. If hardware needs to be replaced, the cost for the item will be incurred by the PSAP but the time and service to install the replacement will be covered by BAYCOM under the service agreement.

7) WARRANTY

The Contractor warrants to the County that all services furnished hereunder will be performed in a professional manner consistent with industry practices and will conform in all respects to the terms of this Agreement, including any drawings, specifications or standards incorporated herein; free from any defects in materials, workmanship, and free from such defects in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. This warranty shall be in effect for a period of (2) years from date of completion of the contract.

8) FORCE MAJEURE

Contractor shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to a force majeure event or other circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, labor disturbance, interruption of or delay in transportation, unavailability of third party services, failure of third party software or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Project Services.

9) NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service in violation of Sec 111.321, Wisconsin Statutes.

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 apprenticeships. Contractor will post in conspicuous places, available for employees of the Contractor and applicants for employment, notices setting forth the provisions of the nondiscriminatory clause.

When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by the County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations. If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Agreement, the County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, or it may permit Contractor to complete the Agreement but, in either event, Contractor may be ineligible to participate in future contracts with the County.

10) PUBLICITY

Contractor agrees not to refer to the award of this Agreement in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the County. The Contractor shall not have the right to include the County's name in its published list of customers without prior written approval of the County. The contractor further agrees not to publish, publicize,
verbalize, print, tape, film, email, internet communication or any other electronic communication or cite in any form, any comments or quotes from County staff without the express written consent of the County.

11) **INDEMNITY AND INSURANCE REQUIREMENTS**

Contractor agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or occurring out of the acts or omissions of the Contractor, its agents or employees, regardless of whether or not it is caused in part by the County.

Contractor agrees to protect itself and the County under the indemnity agreement set forth in the above paragraph. Contractor will at all times during the terms of this Agreement keep in force and effect the insurances listed below and such insurance policies must be issued by a company or companies rated A-VII or better by AM Best and authorized to do business in the State of Wisconsin with the following minimum limits of coverage:

- **Commercial General Liability**
  - Each Occurrence $1,000,000
  - General Aggregate $2,000,000
  - Products - Comp/Op Agg $2,000,000

- **Professional Liability**
  - $1,000,000

- **Automobile Liability**
  - Combined Single Limit $1,000,000

- **Cyber Liability**
  - $1,000,000
  *Provide written documentation in the form of a declarations page of any first and third party cyber security liability coverage that will apply to this contract.

- **Excess/Umbrella Liability**
  - Each Occurrence $10,000,000
  - Aggregate $10,000,000

- **Worker's Compensation**
  - Statutory Limits

- **Employer’s Liability**
  - Each Accident $1,000,000
  - Disease Each Employee $1,000,000
  - Disease Policy Limit $1,000,000
*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

Property and Equipment: Contractor shall purchase and maintain at its own discretion and expense, Property/Builder's Risk/Installation Floater Insurance in an amount equal to the insurable value of the Contractor's property, whether off site or in transit, to cover any equipment, tools, tangible personal property, and material/product to be installed. Contractor assumes all liability and risks, and agrees to waive all claims against the County, for damage to or loss of equipment, machinery, tools, supplies, material/product to be installed, and other tangible personal property owned or supplied by Contractor and utilized or intended to be utilized during the course of Contractor's Work. Any insurance carried by Contractor covering such damage or loss shall be endorsed with a waiver of subrogation in favor of the County and shall name the County as an Additional Insured. Any and all subcontractors agree to assume the same liabilities and risks as Contractor and agree to name the County as Additional Insured on any such similar policies of insurance maintained by each of them.

An endorsement in favor of the County waiving the Contractor's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.

Contractor shall not discontinue or change any of the above referenced liability insurance policies in effect during any part of this Agreement without buying "tail end" insurance to cover potential claims that may have occurred during the term of this Agreement. Completed Operations and Products liability insurance shall be maintained for a period of two (2) years after completion and acceptance of the Project by Contractor, or such longer period as may be reasonably required by the County. The hold harmless, indemnity and insurance provisions of this Agreement shall survive the termination of this Agreement and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.

Upon execution of this Agreement, the Contractor shall furnish the County with a certificate of insurance, showing evidence of the above requirements. Certificate must be submitted to the County within four (4) business days after receipt of purchase order, execution of Agreement or other written authorization. If certificate is not submitted within four (4) business days, the County, at its sole discretion, may void the Agreement and award to the next low, responsive and responsible bidder.

Contractor shall notify the County immediately upon the commencement of any litigation against Contractor where there is any possibility the County may be made a party thereto.

Should Contractor hire/engage any subcontractor(s) to perform work on its behalf or in conjunction with Contractor's work, Contractor will require such subcontractor(s) to carry the same insurance as is outlined and required above of the Contractor.

12) **TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this Agreement upon the failure of the County to pay any amount which may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

13) **TERMINATION FOR DEFAULT OR BREACH BY CONTRACTOR**

Failure of the Contractor to perform any of the provisions of this Agreement shall constitute a breach of Agreement, in which case, the County may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed ten (10) days shall constitute a default of the Agreement. If defaulted, the Contractor shall be liable for damages in the full Agreement amount within twenty (20) days. Failure to pay the required amount on time will result in an interest charge of 1.5% per month on the balance due. The County
reserves the right to enforce the performance of this Agreement in any manner prescribed by law or equity in the event of breach or default of this Agreement, and may in its sole discretion, Agreement with another party with or without solicitation of proposals, bids or further negotiations. Contractor must compensate for any and all loss to the County should it become necessary to Agreement with another person because of such default. If Contractor fails to pay damages as set forth herein on a timely basis, Contractor will be liable for costs and expenses of the County for litigation to enforce this Agreement, including reasonable administrative costs, reasonable attorney’s fees and court costs.

It is mutually agreed the breach of this Agreement on Contractor's part will result in irreparable and continuing damage to the County for which money damages may not provide adequate relief. Therefore, the breach of this Agreement on Contractor's part shall entitle the County to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

14) UNRESTRICTED RIGHT OF TERMINATION

The County further reserves the right to terminate this Agreement at any time for any reason by giving Contractor written notice of such termination either to the address of Contractor set forth in this Agreement or delivered in person to the Contractor or its representative.

In the event of said termination, the County shall not be liable to Contractor except for work performed prior to such notice in an amount proportionate to the completed Agreement price and for the actual costs of preparations made by Contractor for the performance of the canceled portions of the Agreement. Anticipatory profits and consequential damages shall not be recoverable by Contractor. The Contractor shall make every effort to mitigate cost to the County. The Contractor shall attempt to return for credit any materials purchased by the Contractor for use under this Agreement. Payments due the Contractor resulting from termination of Agreement pursuant to this paragraph shall be offset by any progress payments made by the County to the Contractor.

15) STOPPING SERVICES

When the County terminates the Services in accordance with any termination clause of this Agreement, Contractor shall take the actions set forth herein. Unless the County directs otherwise, after receipt of a written notice of termination, Contractor shall promptly (a) stop performing Services on the date and as specified in the notice of termination; (b) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Services that is not terminated; (c) cancel orders and subcontracts, upon terms acceptable to the County, to the extent that they relate to the performance of Services terminated; (d) assign to the County all of the right, title, and interest of Contract or in all orders and subcontracts related to Services which shall continue; (e) deliver completed work to the County and take such action as may be necessary or as directed by the County to preserve and protect the work, work site, and any other property related to the Services in the possession of Contractor in which the County has an interest; (f) continue performance only to the extent not terminated, and (g) return any the County owned property, materials and supplies in Contractor’s possession, including any keys or access cards to any County facility.

16) INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of him hereunder. Contractor attests that he or it in fact, regularly performs similar professional services for other counties.

The manner in which Contractor performs the services provided for hereunder including work hours, location, and other details of such services, shall be exclusively determined by the Contractor. The Contractor may consider the availability of the facility and the normal working hours of the County. The County shall have the right to control and direct the results of such services, however, in the performance thereof, Contractor is and shall remain independent (with the obligation solely on the Contractor's part to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income) providing consultation and work product on the matters made the subject thereof. The County understands the Contractor will engage in other business or trade for other persons or organization, at Contractor's discretion, during the time Contractor is rendering services for the County, providing such outside functions do not in any way restrict Contractor in performing the services provided for in this Agreement.
Contractor further agrees that the County is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans, etc., which may be extended to employees of the County from time to time and further agrees to indemnify and hold harmless the County and all its employees, officers and agents from any liability for worker’s compensation, unemployment compensation, income tax or social security or FICA contributions, or any or other similar obligation, and from personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Agreement.

Contractor agrees that Contractor will not file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of the County during the period of time covered by this Agreement and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against the County on Contractor’s behalf, Contractor will request such agency or court to dismiss such matter without fees or costs or any other expense to the County.

17) ASSIGNMENT LIMITATION

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided however, that neither party shall assign its obligations hereunder without the prior written consent of the other. The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the Agreement or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of the County.

18) PROHIBITED PRACTICES

Contractor during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest. Contractor shall obey all state, federal and local laws and regulations.

19) AUTHORIZATION; SAVINGS CLAUSE

The validity, construction, enforcement and effect of this Agreement shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any one of them shall be held invalid by any competent court or agency, this Agreement shall be interpreted as if such invalid covenant was not contained herein.

20) NON-DISCLOSURE AND NON-USE OF INFORMATION AND WORK PRODUCT DEVELOPED BY CONTRACTOR FOR DOOR COUNTY

Contractor will not disclose, publish, or disseminate any information it obtains from or develops for the County under this Agreement. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of information and work product obtained from or developed for the County under this Agreement. Contractor agrees not to use, publish or disseminate information and work product for its own or any third party’s benefit without the prior written approval of the County.

21) DRUG FREE WORKPLACE:

Any contractor performing work on this project shall be in full compliance with Wis. Statute 103.503 which forbids employees from using or being under the influence of drugs or alcohol while performing work on a public works project.

22) SERVICES PROVIDED

This agreement support services from VESTA/Motorola, include patch management, virus protection, and security updates. BAYCOM may call in from remote support from Motorola on the County’s behalf and receive troubleshooting support if needed as part of this agreement. The agreement covers Motorola’s fee for support of the servers, workstations, and software services running on each piece of equipment. Motorola will not provide technical support for these components unless an active agreement is in place.

Equipment replacements are not covered but BAYCOM will make every attempt to repair the existing hardware onsite if possible.
The BAYCOM Service agreement entitles the PSAP access to 24/7 support from BAYCOM. BAYCOM maintains a 24/7 support answering service. We will provide a technician response remotely within two hours and onsite within three hours when the PSAP reports a need for service in response to a system error or failure. The agreement also included scheduled onsite repair/assessment services for all software and hardware issues.

23) MISCELLANEOUS

a) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed received when (a) delivered personally, (b) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (c) 1 day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt, or (d) sent by confirmed facsimile (followed by the actual document via U.S. mail). All communications shall be sent to the address set forth for each party below its signature hereto or to such other address as either party may provide to the other party in writing.

b) Severability. If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.

c) Amendments; Enforcement. No changes or modifications to or waivers of any provisions of this Agreement shall be effective unless evidenced in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

Baycom Inc

________________________________________
Company Name

________________________________________
Authorized Signature

________________________________________
Title

________________________________________
Print Name

County of Door, by:

________________________________________
Authorized Signature

________________________________________
Title

________________________________________
Print Name
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Approved By

PO #

Terms and Conditions can be found at https://www.baycominc.com/baycom-operating-terms-conditions/
We impose a surcharge of 2% on credit card purchases over $1,000, which is not greater than our cost of acceptance
All of the information listed on this proposal is confidential and proprietary information.
Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms
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Date  8/3/2020

Submitted By  Daniel Kane
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Vendor Summary:
- **12169 - GEARGRID, LLC**: Totals - Invoices 1
- **15598 - GROSBEIER AUTO & TOWING**: Totals - Invoices 1
- **19398 - INFINITY HEALTHCARE PHYSICIANS**: Totals - Invoices 1
- **20492 - JIM OLSON FORD LINCOLN, LLC**: Totals - Invoices 1
- **15520 - JUNGWIRTH ACE HARDWARE**: Totals - Invoices 1
- **8360 - NWTC GREEN BAY**: Totals - Invoices 1
- **12146 - RORY A GROESSL**: Totals - Invoices 1
- **30820 - STURGEON BAY UTILITIES**: Totals - Invoices 1

**Vendor Totals**:
- **GEARGRID, LLC**: $2,986.00
- **GROSBEIER AUTO & TOWING**: $355.54
- **INFINITY HEALTHCARE PHYSICIANS**: $150.00
- **JIM OLSON FORD LINCOLN, LLC**: $824.26
- **JUNGWIRTH ACE HARDWARE**: $0.46
- **NWTC GREEN BAY**: $540.15
- **RORY A GROESSL**: $360.00
- **STURGEON BAY UTILITIES**: $0.00
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Sub-Department 29 Emergency Services Totals

Vendor 30820 - STURGEON BAY UTILITIES Totals

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Sub-Department 29 Emergency Services Totals

Vendor 10678 - TELEFLEX LLC Totals

Batch Number 2020-00000405 Totals

Department 29 - Emergency Services Totals

29 Emergency Services

Grand Totals

Invoices 16

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- 9978 - DEATH'S DOOR FUEL LLC: $115.07
- 8520 - DOOR COUNTY HARDWARE COMPANY: $3.99
- 7717 - EMERGENCY MEDICAL PRODUCTS INC: $1,143.59
- 20492 - JIM OLSON FORD LINCOLN, LLC: $1,795.10
- 15520 - JUNGWIRTH ACE HARDWARE: $25.08
- 7208 - MED ALLIANCE INC: $198.87

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29 Emergency Services ___________________________________________________

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# Accounts Payable Invoice Report

**G/L Date Range 08/03/20 - 08/03/20**

**Report By Department - Batch - Vendor - Invoice**

**Summary Listing**

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<td>Invoice Number</td>
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<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
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</tr>
<tr>
<td>28 Sheriff</td>
<td>Office Supplies</td>
<td>Edit</td>
<td></td>
<td>08/03/2020</td>
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Sub-Department Totals

Vendor Totals

Grand Totals