



OFFICE OF INFORMATION TECHNOLOGY

Jim Jandovitz
Director
414/302-8331

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

jjandovitz@westalliswi.gov
www.westalliswi.gov

TO: Rebecca Grill, City Administrator

FROM: Jim Jandovitz, Director of Information Technology

SUBJECT: Request to Join the WiscNet Organization

DATE: June 29, 2017

Information Technology is requesting approval to join the WiscNet organization. WiscNet is a membership organization that provides research and education networking services to public and private higher education, K-12 school districts, libraries, municipalities, and hospitals throughout Wisconsin. They connect people and strategies to solve common technology challenges, and to develop innovative solutions in support of educational, research, and community service missions. WiscNet will provide the city unlimited INTERNET bandwidth for \$8,700 per year. We are currently paying Time Warner \$20,400 for a 100mb connection. This will save the city close to \$12,000 per year. Our agreement with Time Warner is due to expire in August of this year. For more information on WiscNet, please visit www.wiscnet.net. WiscNet is currently providing the Wauwatosa Police Department, the City of Greenfield, and the WAWM School District internet access today.

The City Attorney's Office has reviewed and approved the WiscNet Memorandum of Understanding (MOU).

Sincerely,

Jim Jandovitz
Director of Information Technology
City of West Allis



06/23/2017

**Jonathan Kuzma
Digital Services Supervisor
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214**

Dear Jonathan,

Thank you for your decision to join WiscNet. We look forward to your contributions to our community and our staff looks forward to working with you.

Attached is WiscNet's Membership and Network Access Memorandums of Understanding that formalizes the membership agreement between us. If you have questions, please give either our business team or Jim Young (Network Architect) a call. Please complete the documents via DocuSign. You have the options to both reassign the document to someone else for signing, as well as the option of printing and signing the document. Please do not print via your browsers print option from the document viewing page, the document will not be official unless you chose the print and sign option inside DocuSign.

To serve you, we also will need to collect information regarding your organization. Please complete and return the enclosed Member Information Form as well.

Sincerely,

WiscNet Business Team

Kameliya, Andriy, Aneta, and Heidi
And Jim Young, Network Architect

Business-office@wiscnet.net

Business Office: (608) 210-3961

jyoung@wiscnet.net

Jim Young: (608) 210-3944

Enc: Membership Memorandum of Understanding
Network Access Memorandum of Understanding



Membership Memorandum of Understanding

On approval of the WiscNet Board of Directors, this WiscNet membership memorandum of understanding is made on 06/23/2017 between WiscNet (an IRS 501 (c) (3) non-profit association with headquarters in Madison, Wisconsin) and City of West Allis (referred to as "Member").

WiscNet and Member agree as follows:

1. Upon both parties executing this membership memorandum of understanding, WiscNet will invoice Member the annual association member fee (currently \$1,500). The member fee is assessed on a July 1 to June 30 annual basis. WiscNet will annually renew Member's membership unless Member advises WiscNet at least 90 days before June 30 of the current membership year.
2. Member shall enjoy all the rights, responsibilities, and privileges of WiscNet membership, including
 - a. Full participation in the affairs and governance of WiscNet
 - b. Eligibility to participate in member working groups
 - c. Eligibility to purchase any member serviceSpecific additional memoranda of understanding between WiscNet and Member govern purchase of WiscNet services.
3. Neither WiscNet nor Member shall use the other's (or another Member's) name, trademark or trade name or refer to this understanding in connection with any product, or promotion, or in any publication except for internal or research purposes without the prior written consent of the other party. WiscNet may list Member on the WiscNet membership roll. Member shall be known as City of West Allis for these purposes.
4. No information exchanged between the parties shall be considered confidential unless it is the subject of a separate written confidential disclosure agreement.
5. This understanding may be terminated on a two-thirds vote of the WiscNet Board of Directors for any of the following reasons:
 - a. Use of the WiscNet services provided to Member for purposes not consistent with the WiscNet Acceptable Use Policy.
 - b. Failure to comply with this understanding.
 - c. Failure to pay assessed fees.

Should membership in WiscNet be terminated, the terminated Member may petition for reinstatement to the WiscNet Board Chair, who shall, in a timely



manner, present such petition to the WiscNet Board. Such terminated Member shall be reinstated upon a two-thirds vote of the Board.

6. This understanding, the WiscNet By-Laws, the WiscNet Articles of Association and the WiscNet Acceptable Use Policy constitute the sole agreement between the parties respecting the subject matter thereof; they supersede all prior agreements and understandings, whether written or oral. This understanding may be changed or terminated in writing.
7. WiscNet makes no representations or warranties, express or implied.
8. Member agrees that not WiscNet, any Member or any member of the Board of Directors shall at any time or to any extent whatsoever be liable, responsible or otherwise accountable in damages or otherwise for any loss, claim, damage or liability, of whatever kind or nature, arising in whole or in part out of any matters or activities pursuant to WiscNet membership.

Standard Terms and Conditions:

1. **Compliance:** Member represents and warrants that the use by its students, staff, customers or end users of the service shall comply with all applicable laws, ordinances, rules, regulations and restrictions, including without limitation those related to privacy, electronic communications, and anti-spam. WiscNet and Member agree to cooperate and support each other in complying with any requirements applicable to their respective rights and obligations under this MOU that are imposed by any governmental agency, regulatory agency or authority.
2. **Indemnification:** Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other, including the other's employees, members, officers and directors, from and against, and assumes liability for:
 - o any injury, loss or damage to any person, tangible property or facilities of any third person or entity (including reasonable attorneys' fees and costs) to the extent arising out of or resulting from either: (i) the acts or omissions, negligent or otherwise, of the other party, its officers, employees, servants, Affiliates, agents, contractors, invitees or vendors; or (ii) a default under this MOU;
 - o any claims, liabilities or damages arising out of any violation of the other party of any regulation, rule, statute or order of any local, state or federal governmental agency, court or body in connection with the performance of its obligations under this MOU;
 - o The parties agree to promptly provide each other with notice of any lawsuit, judicial, administrative or other dispute resolution action or proceeding or claim of which it becomes aware and which it believes may



result in an indemnification obligation hereunder (each, an "Action"), provided that the failure to provide any such notice shall not affect the indemnifying party's indemnification obligation unless the indemnifying party is actually prejudiced by the failure to receive such notice.

- Nothing contained within this agreement is intended to be a waiver or estoppel of Member or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05, 893.80 or any other statutory provision. To the extent that indemnification is available and enforceable, Member or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

3. **Termination:** This MOU may be terminated by either party with 90 days advance notice in-writing to the other party. If such notice is being given to WiscNet, it shall be directed to the Chief Executive Officer of WiscNet. Either party may immediately terminate this MOU in the event the other party commits a material breach of any provision of this MOU which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. Upon termination or expiration of this MOU, Customer shall have no rights to continue use of the service.

4. **Miscellaneous:** This MOU shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin. This MOU constitutes the full understanding and entire agreement between the parties and merges all prior agreements with respect to the subject matter hereof and may be amended or extended only by express, written agreement between the parties which specifically states that it is an amendment to this MOU. The persons signing on behalf of each party hereby warrant and represent that they have authority to execute this MOU on behalf of the party for whom they have signed.

Signature of City of West Allis Representative

Date

Signature of WiscNet Chief Executive Officer

Date



**WiscNet Network Access Service
Memorandum of Understanding (“MOU”)
Between City of West Allis and WiscNet**

Overview of MOU:

This MOU establishes your connection to Wisconsin’s Research and Education Network (“WiscNet”). Your institution now becomes an important part of the larger effort to advance research, education and public service for Wisconsin. The MOU describes our mutual expectations and responsibilities and sets an equitable fee for your participation.

Overview of Service:

WiscNet Network Access Service (“Network Access”) uses standards-based protocols, software, hardware and technical support to transmit WiscNet member’s data to, from and across (a) the WiscNet research and education network, (b) the worldwide “commodity Internet” and (c) the Internet2 research and education network and its peer networks.

Understanding:

This WiscNet network access service memorandum of understanding is made between WiscNet and City of West Allis (referred to as “Member”). The Member and WiscNet agree as follows:

1. WiscNet shall allow Member (a) to have a connection between Member’s facilities (at one physical site that Member controls) and the WiscNet network and (b) to transmit data over the network, pursuant to this understanding. WiscNet will provide Member:

A standards-based network router or comparable device that WiscNet will own, configure, manage and maintain.

Technical support and troubleshooting assistance by WiscNet staff to the Member’s IT staff during WiscNet business hours. WiscNet will respond to after-hours requests as soon as possible or during the next business day.

2. Upon executing this memorandum of understanding and successful installation of service, Member shall pay:

An annual fee of \$7,200.00 pro-rated as needed over the remainder of the fiscal year. This fee is applicable from the date of successful service installation. Fees are set annually and assessed on a July 1 to June 30 fiscal year.

3. Member may terminate network access service with 90 days notice-in-writing in advance addressed to the WiscNet Chief Executive Officer. WiscNet may terminate network access service to Member with 90 days notice-in-writing in advance to the designated representative.



Standard Terms and Conditions

1. **Compliance:** Member represents and warrants that the use by its students, staff, customers or end users of the service shall comply with all applicable laws, ordinances, rules, regulations and restrictions, including without limitation those related to privacy, electronic communications, and anti-spam. WiscNet and Member agree to cooperate and support each other in complying with any requirements applicable to their respective rights and obligations under this MOU that are imposed by any governmental agency, regulatory agency or authority.
2. **Indemnification:** Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other, including the other's employees, members, officers and directors, from and against, and assumes liability for:
 - o any injury, loss or damage to any person, tangible property or facilities of any third person or entity (including reasonable attorneys' fees and costs) to the extent arising out of or resulting from either: (i) the acts or omissions, negligent or otherwise, of the other party, its officers, employees, servants, Affiliates, agents, contractors, invitees or vendors; or (ii) a default under this MOU;
 - o any claims, liabilities or damages arising out of any violation of the other party of any regulation, rule, statute or order of any local, state or federal governmental agency, court or body in connection with the performance of its obligations under this MOU;
 - o The parties agree to promptly provide each other with notice of any lawsuit, judicial, administrative or other dispute resolution action or proceeding or claim of which it becomes aware and which it believes may result in an indemnification obligation hereunder (each, an "Action"), provided that the failure to provide any such notice shall not affect the indemnifying party's indemnification obligation unless the indemnifying party is actually prejudiced by the failure to receive such notice.
 - o Nothing contained within this agreement is intended to be a waiver or estoppel of Member or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05, 893.80 or any other statutory provision. To the extent that indemnification is available and enforceable, Member or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.
3. **Termination:** This MOU may be terminated by either party with 90 days advance notice in-writing to the other party. If such notice is being given to WiscNet, it shall be directed to the Chief Executive Officer of WiscNet. Either party may immediately terminate this MOU in the event the other party commits a material breach of any provision of this MOU which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the



complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. Upon termination or expiration of this MOU, Customer shall have no rights to continue use of the pilot service.

4. **Miscellaneous:** This MOU shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin. This MOU constitutes the full understanding and entire agreement between the parties and merges all prior agreements with respect to the subject matter hereof and may be amended or extended only by express, written agreement between the parties which specifically states that it is an amendment to this MOU. The persons signing on behalf of each party hereby warrant and represent that they have authority to execute this MOU on behalf of the party for whom they have signed.

Agreement.

We agree to the terms of service for WiscNet Network Access Service as contained in this MOU.

City of West Allis Representative

Date

WiscNet Chief Executive Officer

Date



Member Information Form

Member Representative Contact: The Member Representative serves as the organization's representative at the annual meeting with voting rights on matters brought forward for member action. WiscNet provides updates on Board actions, our plans, and other non-technical notices to this person.

Name	
Title	
Phone	
Fax	
Email	
Mailing Address Organization	
Number and Street	
City, State, Zip	

Administrative Contact: The Administrative Contact is the person who handles business and financial matters. **WiscNet sends bills to this person.**

Name	
Title	
Phone	
Fax	
Email	
Mailing Address Organization	
Number and Street	
City, State, Zip	

Primary Technical Contact: The Primary Technical Contact will handle technical matters concerning on WiscNet services. This person assists WiscNet personnel in diagnosing network programs and will receive equipment for installation at your site. You may specify multiple technical contacts. WiscNet prefers an on-site employee as primary technical contact.



Name	
Title	
Phone	
Mobile Phone	
Home Phone	(Indicate Allowable Home Calling Hours)
Email	
Mailing Address Organization	
Number and Street	
City, State, Zip	

Instructional Technology Contact: If appropriate for your institution, identify individuals such as Curriculum & Instruction Coordinators, School Administrators, Academic Technologists, or Library Media Specialists if you are interested in them receiving instructional technology related information sent out regarding WiscNet services.

Name	
Title	
Phone	
Fax	
Email	
Mailing Address Organization	
Number and Street	
City, State, Zip	

Consultant Contact: If appropriate for your institution, identify possible consultants organization has contracted with to install and/or maintain your Local Area Network.

Company Name	
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Consultant Name	
Business Phone	
Mobile Phone	
Mailing Address Organization	
Number and Street	
City, State, Zip	

Additional Contact: Use this form as necessary to indicate additional contacts and their roles within your organization.

Additional Type	Technical, Instructional, Consultant, Administrative
Name	
Title	
Phone	
Email	
Mailing Address Organization	
Number and Street	
City, State, Zip	

Additional Member Information

Please give us your primary location information listed below.

Wisconsin County:

Wisconsin Tax Municipality (including City, Town, or Village):

Certificate Of Completion

Envelope Id: 78D72C582C6E41CDB770E305B221995C

Status: Sent

Subject: WiscNet MOUs for Membership Service and Network Access Service - City of West Allis

Source Envelope:

Document Pages: 10

Signatures: 0

Envelope Originator:

Supplemental Document Pages: 0

Initials: 0

Andriy Apetrey

Certificate Pages: 5

AutoNav: Enabled

Payments: 0

740 Regent St, Suite

EnvelopeId Stamping: Enabled

Madison, WI 53715

Time Zone: (UTC-06:00) Central Time (US &

aapetrey@wiscnet.net

Canada)

IP Address: 198.150.47.2

Record Tracking

Status: Original

Holder: Andriy Apetrey

Location: DocuSign

6/23/2017 10:45:40 AM

aapetrey@wiscnet.net

Signer Events

Jonathan Kuzma

jkuzma@westalliswi.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/27/2017 3:13:53 PM

ID: a2b5c3d4-daa5-4294-8498-388aaa6fe31d

David Lois

davelois@wiscnet.net

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature

Timestamp

Sent: 6/23/2017 11:02:23 AM

Viewed: 6/27/2017 3:13:53 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Business Office

business-office@wiscnet.net

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 1/9/2014 4:12:29 PM

ID: 89f87241-dc00-4ac0-a2af-985187d50283

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/23/2017 11:02:23 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, WiscNet (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact WiscNet:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: heidi.genthner@wiscnet.net

To advise WiscNet of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at heidi.genthner@wiscnet.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from WiscNet

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to heidi.genthner@wiscnet.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with WiscNet

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to heidi.genthner@wiscnet.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify WiscNet as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by WiscNet during the course of my relationship with you.