THE CITY OF KENOSHA
CHART A BETTER COURSE

Agenda
Transit Commission Meeting
625 52nd Street, Rm. 301
Monday – September 16, 2024
5:15 PM

Chairperson Anthony Kennedy
Vice Chairperson Marty Hutchings
Commissioner Andrew Schmidt
Commissioner Frank Serpe
Commissioner Raymond Cameron
Commissioner Rollin Pizzala

Call to Order
Roll Call
Citizens Comments

Approval of the Minutes from the Meeting held on Monday, August 19, 2024.

1. Introduction of New Transit Commissioner: Rollin Pizzala

2. Discussion / Update regarding rental space at Metra Station.

3. Vote on Recommendation on Award of Contract for the Purchase of (2) 35' Low Floor Buses and (5) 40' Low Floor Buses From Gillig LLC in the amount of $4,190,543.00 for CIP Project Number TR-93-010.

4. Vote on Agreement between City of Kenosha, Kenosha Transit and Partners in Design Architects for Kenosha Transit Facility Assessment. (also referred to Finance and Common Council)

5. Vote on Agreement between Kenosha Transit and Language Line Services, Inc. to provide translation services. (also referred to Finance and Common Council)

6. Vote on First Amendment to Agreement by and between City of Kenosha, WI through Kenosha Area Transit and Kenosha Achievement Center, Inc. (also referred to Finance and Common Council)

7. Status Communication from the Transit Director regarding automatic callback software.

8. Vote to pay Kenosha Achievement Center $7,000 for software upgrade and training.

9. Vote on Resolution by Sponsor: Commissioner Andrew Schmidt - To urge Kenosha City Administration to involve the Kenosha Transit Commission in the City mobility manager hiring.

COMMISSIONERS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4290 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

Minutes
Transit Commission Meeting
625 52nd Street, Rm. 301
Monday – August 19, 2024
5:15 PM

Meeting called to order at 5:15 PM

At roll call the following members were present: Chairperson Anthony Kennedy, Vice Chairperson Marty Hutchings, Commissioner Andrew Schmidt, and Commissioner Frank Serpe. Commissioner Raymond Cameron was excused.

Citizens Comments – Richard Christensen, 3406 23rd Avenue, wants to know what the City is planning to do about moving the main bus transfer center to a more central location and spoke about CUSH is willing to work on a resolution for the mobility manager position but needs clarification on what is needed.

Staff Present: City Administrator John Morrissey and Nelson Ogbuagu, Transit Director.

Motion by Comm. Serpe, seconded by Vice Chairperson Hutchings to approve minutes from the meeting held on Monday, July 15, 2024. Discussion of the minutes took place. Motion passed unanimously.

1. Vote on 2024 Title VI Policy.

   Mr. Ogbuagu spoke about the updated Title VI policy and answered Chairperson Kennedy's questions.

Motion by Comm. Serpe, seconded by Comm. Schmidt to approve Item #1. Unanimous-

2. Presentation of Proposed Business Plans for the Metra Station located at 5414 13th Avenue:

   A. Armondo Delarosa was not present

   B. Vega's Cosina

   Jose and Zenaida Vega, 3914 14th Avenue, proposed a Mexican food / cafe restaurant and handed out a menu. Chairperson Kennedy requested the business plan and menu be submitted to the Transit Director electronically so that it can be forwarded to the Transit Commission. Mr. Vega answered Comm. Schmidt and Vice Chairperson Hutchings questions. Chairperson Kennedy asked for Jose and Zenaida to meet with the City Attorney to see what the proposed lease would be, contact community development to understand what the sign requirement is and put this back on next meeting's agenda as informational.

3. Status Communication from the Transit Director and Kenosha Achievement Center regarding the purchase of no call no show software.

   Mr. Ogbuagu reported there is $75,000 in the CIP for software that enables an automatic reminder call for caravan ride reservations, however KAC has found out that once the $86,000 software is purchased there is $13,000 yearly subscription costs that we didn't budget for. Mr. Ogbuagu received a $7,000 invoice from KAC for the software upgrade and training that is not in the budget. Chris Weyker, 4632 Backnine Drive in Racine, spoke about the $7,000 software upgrade and training that tracks the no call no shows to enforce the no call no show policy. City Administrator, Mr. Morrisey commented on the software upgrade purchased by KAC. Chairperson Kennedy asked if we could reach a resolution and a solution toward automatic callback software and put back on the agenda as either status communication or an approval process.

4. Status Communication from the Transit Director regarding the charging station update in the parking structure.

   Mr. Ogbuagu reported the purchase order for the charging stations has been created, we are expecting the equipment to arrive sometime next week and the plan is for the city electrician to install them. Mr. Ogbuagu answered Chairperson Kennedy and Vice Chairperson Hutchings questions.

COMMISSIONERS' COMMENTS – Chairperson Kennedy asked if Comm. Cameron's question has been answered regarding how the County came up with the increase of cost for the mobility manager position, then clarified: to create a referendum that includes the concerns of the transit commissioners in reference to the mobility manager position. Chairperson Kennedy read out loud a statement from Susan Gaeddert, Community Programs Director who facilitates the Community Transportation Academy and will forward it to transit administration to distribute to the Transit Commissioners. Comm. Schmidt reported he has been accepted to the transportation academy then let the commission know if all the transit commissioners applied for the transportation academy and there is a quorum present we will have to let the public know. Comm. Schmidt added that he plans on reaching out to Vice Chairperson Hutchings and CUSH to write something up to send to the city attorney in reference to the mobility manager position

Motion by Comm. Schmidt, seconded by Vice Chairperson Hutchings to adjourn at 5:56 pm. Unanimous-

GILLIG

July 23, 2024

City Of Kenosha
Mr. Mark Hassler
Maintenance Supervisor
4303 39th Avenue
Kenosha, WI 53144

Dear Mr. Hassler,

Thank you for your interest to purchase (2) 35ft Low Floor Buses and (5) 40ft Low Floor Buses

Attached you will find the price variance that encompasses your next order. Gillig is pleased to quote the following:

Two (2)	**35FT LOW FLOOR DIESEL BUS**	**$599,154.00 Each**
Five (5)	**40FT LOW FLOOR DIESEL BUS**	**$598,447.00 Each**

This price is valid until **August 23, 2024,** and is FOB City of Kenosha, WI – Kenosha Transit. Price excludes any taxes, bank transaction fees of any kind, and all license and registration fees. The production of these buses can be scheduled within 12-14 months after receipt of the purchase order no later than August 23, 2024.

We thank you for this opportunity and appreciate your continued interest in Gillig and our products. We certainly look forward to working with City of Kenosha and in so doing, continue to build on our lasting partnership. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Dan Rudiger
Regional Sales Manager
Gillig LLC

CC: William F. Fay Jr.
Javier Hernandez Jr.

Partners in Design
ARCHITECTS

TRANSMITTAL

Partners in Design Architects, Inc.

WISCONSIN
600 Fifty Second Street
Suite 220
Kenosha, WI 53140
262.652.2800

ILLINOIS
2610 Lake Cook Road
Suite 280
Riverwoods, IL 60015
847.940.0300

To: **Nelson Ogbuagu**
Kenosha Transit & Parking
4303 39th Avenue
Kenosha, WI 53144

From: Mark Molinaro

Date: August 21, 2024
Job#: 24.052

Re: City of Kenosha Transit Facility Assessment

Sent VIA:

☐ **Regular Mail** ☐ **Overnight** ☐ **Second Day** ☒ **Hand Delivery** ☐ **Other**

Copies	Date	No.	Description
3	08.21.2024		AIA Document B105-2017 Standard Short Form of Agreement Between Owner and Architect

These are Transmitted:

☐ **For Approval** ☐ **For Your Use** ☒ **As Requested** ☐ **For Review & Comment** ☐ **Other**

Comments:

Please return (1) executed copy to me.

Signed:

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of August in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Kenosha
Kenosha Area Transit
4303 39th Avenue
Kenosha, Wisconsin 53144

and the Architect:
(Name, legal status, address and other information)

Partners in Design Architects
600 52nd Stsreet
Suite 220
Kenosha, Wisconsin 53140

for the following Project:
(Name, location and detailed description)

City of Kenosha Transit Facility Assessment to include the following buildings:
Transit Bus Barn – 4303 39th Avenue
McCarthy Transit Center – 724 54th Street
Metra Train Station – 5414 13th Avenue

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1383422066)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural and engineering services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

The City of Kenosha Transit Facility Assessment will include the Transit Bus Barn, McCarthy Transit Center and the Metra Train Station. The Assessment will follow the TAM Facility Performance Measure Reporting Guidebook: Condition Assessment Calculation as written by the Federal Transit Administration and furnished to the Architect by the City of Kenosha.

The Architects Consultants Include:

RTM Engineering Consultants – MEP/FP assessments
Nielsen Madsen & Barber – site assessments
Via Rail Engineering – McCarthy Transit Center rail assessment only

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference and for submittal to the Federal Transit Administration. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service in any way other than outlined above without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

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User Notes: (1383422066)

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Lump Sum Fee of $49,000.00

The Owner shall pay the Architect an initial payment of zero ($ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus fifteen percent (15 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

Director of Transit *(Signature)*
Nelson Ogbuagu, Transit Director
(Printed name and title)

ARCHITECT *(Signature)*
Mark A. Molinaro Jr. Vice President
(Printed name, title, and license number, if required)

Transit Committee Representative *(Signature)*
Anthony Kennedy, Transit Commission Chairperson
(Printed name and title)

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Additions and Deletions Report for

AIA® Document B105® – 2017

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PAGE 1

AGREEMENT made as of the 21st day of August in the year 2024

...

City of Kenosha
Kenosha Area Transit
4303 39th Avenue
Kenosha, Wisconsin 53144

...

Partners in Design Architects
600 52nd Stsreet
Suite 220
Kenosha, Wisconsin 53140

...

City of Kenosha Transit Facility Assessment to include the following buildings:
Transit Bus Barn – 4303 39th Avenue
McCarthy Transit Center – 724 54th Street
Metra Train Station – 5414 13th Avenue

PAGE 2

The Architect shall provide architectural and engineering services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

~~During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.~~The City of Kenosha Transit Facility Assessment will include the Transit Bus Barn, McCarthy Transit Center and the Metra Train Station. The Assessment will follow the

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TAM Facility Performance Measure Reporting Guidebook: Condition Assessment Calculation as written by the Federal Transit Administration and furnished to the Architect by the City of Kenosha.
The Architects Consultants Include:

RTM Engineering Consultants – MEP/FP assessments
Nielsen Madsen & Barber – site assessments
Via Rail Engineering – McCarthy Transit Center rail assessment only

~~During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.~~

...

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the ~~Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements.~~ Project. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. ~~The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.~~

...

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. ~~Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the~~ The Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference ~~for maintaining, altering and adding to the Project.~~ and for submittal to the Federal Transit Administration. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service in any way other than outlined above without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

PAGE 3

Lump Sum Fee of $49,000.00

The Owner shall pay the Architect an initial payment of zero ($ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus fifteen percent (15 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

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...

~~OWNER~~ Director of Transit *(Signature)* Nelson Ogbuagu, Transit Director	**ARCHITECT** *(Signature)* Mark A. Molinaro Jr. Vice President

...

Transit Committee Representative *(Signature)*
Anthony Kennedy, Transit Commission Chairperson
(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark A. Molinaro Jr., AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:12:54 ET on 08/21/2024 under Order No. 4104251010 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

VICE PRESIDENT

(Title)

08.21.24

(Dated)

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PARTIND-03

ASQUIRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Racine - Vizance, Inc.
1300 S. Green Bay Rd. Ste 300
Racine, WI 53406

CONTACT NAME: Lisa Adler
PHONE (A/C, No, Ext): (262) 361-0390 FAX (A/C, No):
E-MAIL ADDRESS: LAdler@vizance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Partners In Design Architects, Inc.
600 52nd Street
Suite 220
Kenosha, WI 53140

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			ECP0244117	4/30/2024	4/30/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ECP0244117	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ECP0244117	4/30/2024	4/30/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC0383097	4/30/2024	4/30/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Werner H. Brisske & Thomas J O'Connell Jr. are excluded from the Workers Compensation.

RE: Metra Elevator Replacement

CERTIFICATE HOLDER

City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MEDALLION INSURANCE SERVICES
PO Box 79089
Charlotte NC 28271

CONTACT NAME: Phyllis Constantino
PHONE (A/C, No, Ext): (704) 256-6000 FAX (A/C, No): (704) 256-6001
E-MAIL ADDRESS: phyllis@medallioninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hanover Insurance Company	22292
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Partners In Design Architects
600 52nd St
Ste 220
Kenosha WI 53140

COVERAGES **CERTIFICATE NUMBER:** CL242510309 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY CLAIMS-MADE			LH6 J639522 00	02/04/2024	02/04/2025	EACH CLAIM	$5,000,000
							AGGREGATE	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Kenosha

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Master Service Agreement

Customer Name ("Customer"): **Kenosha Transit**	Client # (if applicable)

Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services selected by Customer under this Agreement.

TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine as individually identified below (the "Services"). This Master Services Agreement will apply to Services requested now or in the future by Customer. For each Service requested now or in the future by Customer, the fees and additional terms and conditions for the Service are set out in the applicable Statement of Work for the Service, which, when fully executed, is made a part of this Agreement. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect until terminated as provided in Section 12 of this Agreement.

Available LanguageLine Services:

On-demand interpretation **240+ languages 24/7/365, in seconds** **Via phone, video and mobile** Click for On Demand Interpreting Services	LanguageLine InSight Video Interpreting ® LanguageLine Phone℠ Interpreting LanguageLine Mobile℠ LanguageLine Direct Response Telehealth and Virtual Meetings
Face-to-face interpretation **130+ languages via onsite or video** Click for Onsite Interpreting Services	Onsite Interpreting Virtual Onsite Interpreting
Translation and Localization **380+ languages** **Via human, machine translation, automation and other technologies** Click for Translation Services	Translation Localization Transcription Clarity®
Testing and Training **57 languages** Click for Testing & Training	Testing Training

Please note that by signing this Agreement, Customer is not agreeing to receive all of the above Service(s), but is only agreeing to receive the specific Service(s) that have been requested from its LanguageLine account executive and made a part of this Agreement in an applicable Statement of Work.

2. **PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of LanguageLine) or (ii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com.

3. **USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services; or (ii) use the

Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

4. **CONFIDENTIALITY AND PRIVACY.** The Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use the other's Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, health or other personal information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the UK Data Protection Act, (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services. LanguageLine will not record or monitor any interpretation calls except that some calls may be monitored for training and quality assurance purposes.

5. **LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.

6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.

7. **LIMITED WARRANTIES AND LIABILITY.** (a) LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. (b) EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO CUSTOMER BY LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND (c) EXCEPT AS IS PROHIBITED BY LAW AND SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT

OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the grossly negligent, fraudulent, or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services and all of its personnel. A copy of the Certificate of Insurance will be supplied to Customer upon request.

9. **PUBLICITY.** Customer agrees that LanguageLine may use Customer's name and/or corporate logo on LanguageLine's website and marketing materials and upon LanguageLine's reasonable request will provide a testimonial regarding LanguageLine's Services for use in LanguageLine's marketing of its Services.

10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.

11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.

12. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b)(i) on thirty (30) days' written notice of breach if the other Party has not cured the breach in thirty (30) days from receipt of the notice of breach, or (ii) if the breach cannot be cured in thirty (30) days, on the date agreed to by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of its receipt of the final invoice (the "30-day period"). Any disputed charges must be identified by Customer within the 30-day period and the Parties shall use good faith efforts to resolve any disputed charges within the 30-day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.

13. **ADDITIONAL TERMS.**

(a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

(b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.

(c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.

(d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and

interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

(e) **BINDING EFFECT**. This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.

(f) **CONSTRUCTION**. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.

(g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.

(h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.

(i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to Contracts@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.

(j) **COMPLIANCE**. Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

14. ENTIRE AGREEMENT. This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine

Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Statement of Work

LanguageLine® Phone℠ and InSight Video Interpreting®

Client Name ("Customer"): **Kenosha Transit**	Client # (if applicable):

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

(b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

(a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts..... Waived

(b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID..... Waived

(c) **MONTHLY MINIMUM** per CID ..... Waived

(d) **PLATFORM ACCESS FEE** per call ..... Waived

(e) **THIRD PARTY DIAL OUT FEE** per call ..... Waived

(f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 ..... Waived

(g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment $200.00

(h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	$0.72
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	$0.72
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	$0.72
4	Farsi, Tagalog, Thai, Urdu, and all other languages	$0.72

1.3. PHONE INTERPRETING EQUIPMENT

(a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.

(b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.

1Solution™ Analog Dual Handset Phone $4.50

1Solution Dual Handset IP Phone..... $12.50

Panasonic® Cordless Phone with Dual Handsets $10.50

(c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer $175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.

(d) **PHONE INTERPRETING EQUIPMENT PURCHASES**. The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone $60.00
1Solution Dual Handset IP Phone $150.00
Panasonic Cordless Phone with Dual Handsets $85.00
Panasonic Headset $25.00
Handsets $10.00
Handset Splitters (price per unit) $6.00
Wall Splitters (price per unit) $6.00

2. LANGUAGELINE INSIGHT VIDEO INTERPRETING

2.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.

(b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

2.2. INSIGHT VIDEO INTERPRETING FEES

(a) **ACTIVATION** ..... Waived

❑ Monthly Service Fee applied per Client Identification ("CID") service account based on the total number of activated devices:

Up to 10 Activated Devices $30.00/month
Up to 100 Activated Devices $75.00/month
101+ Activated Devices $200.00/month

OR

❑ One-time Activation Fee applied per Customer for unlimited activated devices .... $2,500.00/one-time fee

(b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	$2.50
2	Spanish	$1.85

Language Tiers	Languages	Per Minute Charge
3	Other Spoken Languages	$1.95

2.3. INSIGHT VIDEO INTERPRETING EQUIPMENT

(a) **OPTIONS AND DEFINITIONS.** Equipment purchase ("Customer-Owned") and lease ("LanguageLine-Owned") options are available for the equipment identified below for use with InSight Services (collectively, the "Equipment"). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
LanguageLine-Owned: Leased by the Customer from LanguageLine.
Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.
Customer-Owned: Purchased by the Customer from LanguageLine.

(b) **INSIGHT EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine ("LanguageLine-Owned").
iPad and LanguageLine Rolling Cart $75.00/month
iPad and Table Top Stand..... $45.00/month

(c) **INSIGHT EQUIPMENT PURCHASES**. The following Equipment is available for purchase from LanguageLine during the life of the agreement ("Customer-Owned"). Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased Equipment is covered by the following replacement warranties from the manufacturers: (i) iPads: 1-year; (ii) LanguageLine Rolling Cart: 3 years standard warranty, plus an additional 1 year on all mechanical items except wheels; and (iii) Table Top Stands: 1-year. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.
32GB 8th Generation iPad (10.2-inch, Wi-Fi Only) with Screen Protector (iPad Model: MHNG3LL/A or MYLA2VC/A)..... $425.00
128GB iPad Pro (12.9-inch, Wi-Fi Only) with Screen Protector (iPad Model: MY2J2LL/A) $1,250.00
10.2-inch Screen Protector (Model: SP-AGF-APL-ID2019-2 or AWV102GL) $15.00
12.9-inch Screen Protector (Model: AWV330GL) $40.00
LanguageLine Rolling Cart with 10.2-inch LanguageLine TrueSound℠ (Model: 478-00197) $1,195.00
Table Top Stand with Enclosure (Models: 303W75-LL/185-01065, 303W299PSENW-LL or 303W290SENW-LL) $275.00
Table Top Stand without Enclosure (Models: 303W-LL or 303W75-LL) $145.00
LanguageLine TrueSound® Enclosure for 10.2-inch iPad (Models: 185-00999 or 185-01064)..... $195.00
12.9-inch Non-TrueSound iPad Enclosure (Models: 290SENW-LL or 299PSENW-LL) $130.00

2.4. ADDITIONAL TERMS AND CONDITIONS FOR INSIGHT VIDEO INTERPRETING

(a) **TERMS REGARDING SOFTWARE APPLICATION.** The InSight video interpretation Services (the "Services") are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the "App"). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Subsection (g) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Subsection (h) below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii) LanguageLine-Owned, or (iii) purchased by Customer from an authorized seller of such devices, excluding other language services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the InSight App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the

transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.

(b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound, Notepad™, InSight, and Interpreter on Wheels trademarks (collectively, the "Trademarks"), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer's use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the "LanguageLine Properties"). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine's rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.

(c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. LanguageLine does not record any phone or video calls and therefore has no record of the call content. With respect to the App's electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call's completion.

(d) **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.

(e) **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.

(f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.

(g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the InSight App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps).

(h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured, fixed and/or altered for any other purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the InSight App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider

other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled "on" at all times, with "Always Allow Location Access" selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.

(i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

3. OTHER FEES

3.1. FINANCE FEE. Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.

3.2. OPTIONAL PAPER INVOICE. Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer $1.75

3.3. OPTIONAL CUSTOMIZATIONS

(a) Report configuration per hour	$0.00
(b) Report maintenance per month	$0.00
(c) Training assistance on site per day per training	$0.00
(d) Training materials development per hour	$0.00

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

FIRST AMENDMENT TO AGREEMENT

By And Between

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

THROUGH KENOSHA AREA TRANSIT

And

KENOSHA AREA ACHIEVEMENT CENTER, INC.,
A Wisconsin Corporation

WHEREAS, in 2023 the parties hereto entered into an agreement **("AGREEMENT")** wherein the **THE CITY OF KENOSHA** through the **KENOSHA AREA TRANSIT, ("Purchaser")** contracted with the **KENOSHA ACHIEVEMENT CENTER, INC**, ("**Provider"**) to provide paratransit services within the City of Kenosha for 2024;

WHEREAS, the parties desire to Agreement for an additional year;

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, **Purchaser** and **Provider** agree as follows:

1. The prior Exhibit 1 shall be replaced with a new Exhibit 1, Titled "2025 Amendment Exhibit 1".

2. All other terms, conditions, and responsibilities shall remain the same.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

Purchaser: CITY OF KENOSHA
A Wisconsin Municipal Corporation

BY: _____

Date: _____

BY: _____

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, _____, and _____, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such _____ and _____ of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

_____
Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Provider: KENOSHA AREA ACHIEVEMENT CENTER, INC
A Wisconsin Corporation

BY: _____

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, _____, a Wisconsin corporation, to me known to be such _____of said corporation, and acknowledged to me that he executed the foregoing instrument as such authorized signatory as the agreement of said corporation by its authority.

_____
Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:
NICHOLAS J. VANDE CASTLE
Assistant City Attorney
Office of the City Attorney
625 52nd Street, RM 201
Kenosha, Wisconsin 53140
Phone: 262-653-4170
Fax: 262-925-5933
nvandecastle@kenosha.org

2025 AMENDMENT
EXHIBIT 1

APPROVED BUDGET & SERVICE INFORMATION

Provider: **Kenosha Achievement Center, Inc.**
Purchased Service: **City Paratransit Services**
Contract Effective Dates: January 1, 2025 through December 31, 2025
Contract Maximum: **$495,000**
Rate Based; See Contract Section 4.1

I DESCRIPTION OF SERVICES PROVIDED

City Paratransit Services
The City Paratransit service is intended to satisfy the Kenosha City Transit's responsibility to provide complementary paratransit service under the Americans with Disabilities Act, ADA, of 1990. The City Paratransit services are funded by the Federal Transit Authority (FTA) and are subject to FTA certifications and assurances. In addition, the service is also funded in part under Wisconsin Statute s85.21 administered by Wisconsin Department of Transportation. Providers are subject to all provisions of this statute and all the rules and sub-recipient audit requirements promulgated thereunder.

II BUDGET RECOMMENDATIONS

See attached budget information/rate detail if applicable to the services of this Contract.

Service	Est Clients	Units	Rate	Amount
City Paratransit Services	N/A	6019	27.43/trip and $50 per day, Monday through Friday extended hour service	$495,000

Contract Maximum: **$495,000**

III FUNDING SOURCES

Federal	$0
State	$
City	$
Other	$0
	$495,000

IV FUNDING INFORMATION

Dept. of Transportation 85.21; local levy

IV BILLING REQUIREMENT & SPECIAL CONDITIONS (Also see Contract Section 4)

Compliance: Purchaser reserves the right to withhold payment, cancel the Contract, or take other corrective actions deemed by the Purchaser to be necessary to protect the Purchaser's interest, if Provider fails to comply with any requirements of this Contract.

Audits and Reports: The Purchaser reserves the right to audit any or all relevant records of the Provider in order to verify reporting data submitted and accuracy of billings.

Medical Assistance Billing Information: Any agency involved in Medical Assistance billing to be utilized as a revenue source for a Contract with Purchaser is solely responsible for any required record keeping or reports. Any fiscal sanctions imposed on Purchaser will be passed on to Provider to the extent the Provider's actions caused the fiscal sanction. Additionally, if City of Kenosha Transit must refund any MA revenue due to Provider error, Purchaser will deduct the refunded amount from the Provider's next payment.

V PERFORMANCE STANDARDS & REPORTING REQUIREMENTS

Provider shall comply with performance standards and reporting requirements as defined by the City of Kenosha Transit and any other governing authorities for the services of this Contract. Provider is required to attend meetings with City of Kenosha Transit and KCDHS representatives to review services, assess progress and performance, identify barriers, and determine corrective action measures as necessary. It is the responsibility of the Provider to provide required corrective action plans and reports. Throughout the Contract period, the City of Kenosha Transit reserves the right to modify performance requirements and evaluation plans to ensure meaningful outcomes are measured and performance requirements are appropriate. At minimum quarterly reporting may be required unless otherwise specified by funding requirements or governing authorities.

RESOLUTION _____

SPONSOR: COMMISSIONER ANDREW SCHMIDT

TO URGE KENOSHA CITY ADMINISTRATION TO INVOLVE THE KENOSHA TRANSIT COMMISSION IN THE CITY MOBILITY MANAGER HIRING

WHEREAS, the Kenosha Transit Commission (KTC) is responsible for overseeing the public transportation system within the City of Kenosha; and

WHEREAS, the City Mobility Manager plays a critical role in shaping the future of transportation in Kenosha, directly impacting the KTC's ability to fulfill its mission; and

WHEREAS, the KTC was not meaningfully involved in the recent decision to terminate the transit agreement between the City and Kenosha County; and

WHEREAS, the KTC believes its expertise and experience are vital in selecting a City Mobility Manager who understands the unique needs of Kenosha's public transportation system.

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Transit Commission, that the Commission urges the City Administration to:

Include the KTC in the search and selection process for the new City Mobility Manager position. This involvement should encompass participation in the development of the job description, reviewing applications, interviewing candidates, and providing recommendations; and

Include at least one commissioner in the interview process to ensure that the new mobility manager is knowledgeable about the Americans with Disabilities Act and its implications for public transportation; and

Hire a mobility manager experienced with all modes of transportation in Kenosha County,who is willing to work with all stakeholders; and

Provide a full-time mobility manager with a livable wage; and

Review the job description attached as Exhibit A to this resolution, and make additions and subtractions to the document with the collaboration of KTC; and

Schedule a meeting with the KTC to discuss the City's vision for future mobility in Kenosha, as open communication between the KTC and City Administration is essential for a successful transition and the future of the City's transportation system.

BE IT FURTHER RESOLVED that the KTC stands ready to work collaboratively with the City Administration to ensure a smooth and successful transition in leadership, and the continued development of a robust and effective public transportation system for the City of Kenosha.

Adopted this _____ day of September, 2024.

_____ Date: _____
ANTHONY KENNEDY, Chairperson

_____ Date: _____
MARTY HUTCHINGS, Vice Chairperson

_____ Date: _____
ANDREW SCHMIDT, Commissioner

_____ Date: _____
FRANK SERPE, Commissioner

_____ Date: _____
RAYMOND CAMERON, Commissioner

_____ Date: _____
ROLLIN PIZZALA, Commissioner

Drafted By:

CITY ATTORNEY'S OFFICE

EXHIBIT A

JOB DESCRIPTION: Mobility Manager

GENERAL SUMMARY OF MOBILITY MANAGER POSITION

The mobility manager position should provide transportation planning and analysis support to the City of Kenosha's Director of Transportation, coordinating transportation on a city-wide community level as well as on a consumer, trip planning level. The mobility manager is to be supervised by the City's Director of Transportation, with accountability to the stakeholders who oversee all transportation projects, including the City Administration and the Common Council. The planning role supports services for current Kenosha Area Transit operations with emphasis on elderly and disabled transportation. The mobility manager position is also responsible to monitor, report on, and prepare funding applications for transportation related initiatives in elderly and disabled transportation programs, paratransit services, transit services and other mobility management programs, including the current streetcar circle.

MINIMUM QUALIFICATIONS

Education and Experience:

- Bachelor's Degree (with supporting coursework and/or professional education in public transportation)
- Three years professional level work experience in mobility management
- Knowledge of the Americans with Disabilities Act and experience working with Americans with disabilities

PREFERRED QUALIFICATIONS

- Master's Degree in field related to public transportation
- Combination of experience and education which provides skills and abilities in
  - Writing funding applications – especially related to transit, paratransit, or streetcar services
  - Conducting and/or reviewing research into public transit and paratransit policy and practices
  - Preparing reports on information gathered for transit director, Kenosha Transit Commission, and City Administration
  - Working effectively with transit administrators, passengers, bus drivers, paratransit riders and paratransit drivers

Promoting inclusivity and working respectfully with a diverse workforce and consumer base

ESSENTIAL DUTIES & RESPONSIBILITIES

· Assist consumers (riders) with trip making within and across existing transportation systems, including travel training activities

· Process requests for paratransit service eligibility

· Monitor transit activities and outcomes including oversight of contractual service providers (paratransit)

· Prepare funding applications for continuation and improvement of transit and paratransit services

· Conduct and/or review best practices research and analysis related to pubic and specialized efforts with service providers

· Help with transit and paratransit planning activities

· Intervene and troubleshoot at administrative level for transit and paratransit services as needed, including responding to federal triennial reviews (streetcar services)

· Prepare program and fiscal reports for transit and paratransit services

· Produce third-party contractual procurements (Request For Proposals)

· Analyze Kenosha Area Transit operations and report to City Administration and Common Counsel

· Meet as appropriate with community leadership in City of Kenosha

· Perform other duties as required or assigned by Kenosha's Director of Transportation