

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i>		07/19/2016
Reports & Recommendations	APPROVAL OF R.A. SMITH NATIONAL PROFESSIONAL SERVICES CONTRACT FOR WETLAND DETERMINATION/DELINEATION IN VICINITY OF S. 36TH STREET AND W. MADISON BOULEVARD FOR \$2,500	ITEM NO. <i>G, 4,</i>

BACKGROUND

The residents of Rawson Homes Subdivision, specifically along S. 36th Street and S. 37th Street between W. Missouri Avenue to the north and W. Madison Boulevard to the south, have issues of standing water in the roadside ditches. The ditches run at a shallow slope and the City believes there may be some possible solutions. Due to the land cover, the first step in the process is a wetland determination/delineation. When that is completed possible solutions can be investigated. Several wetland delineators were contacted for general estimates.

ANALYSIS

Staff proposes that R.A. Smith National be hired for this professional service contract. R.A. Smith National is a reputable firm that routinely performs this type of work. R.A. Smith National has submitted two proposals; one is described as **Wetland Delineation Report and Submittal** and the other is described as **Assured Wetland Delineation and Report Submittal**.

The Wisconsin Department of Natural Resources has initiated a program of “assured” wetland delineators. When a wetland determination/delineation is conducted by an assured delineator, concurrence from the WDNR is not required. Due to the demand for assured delineations, they often take much longer to be completed than non-assured delineations. In that case the time needed to schedule an assured delineation needs to be weighed against the time required for concurrence from the WDNR when a delineation is completed by a non-assured delineator.

Given the current lack of backlog at the WDNR for wetland determination/delineation concurrence and the available schedules for an assured or non-assured delineator, Staff is proposing acceptance of the non-assured determination/delineation. This proposal includes WDNR coordination for concurrence at a lump-sum cost of \$2,500.

To summarize, both proposals are for the same amount. The non-assured version can be completed quicker and WDNR has stated that they have time to review the non-assured version in a timely manner, thus a quicker time schedule for the project to investigate possible solutions to solve the overall drainage issues.

OPTIONS

Authorize the execution of the attached R.A. Smith National proposal dated July 7, 2016, and described as **Wetland Delineation and Report Submittal**, for \$2,500, or

Authorize the execution of the attached R.A. Smith National proposal dated July 7, 2016, and described as **Assured Wetland Delineation and Report Submittal**, for \$2,500, or

Table

FISCAL NOTE

Appropriations for these engineering costs to come from the Engineering Department Professional Services Budget.

RECOMMENDATION

Approval of R.A. Smith National professional services contract for wetland determination/delineation in vicinity of S. 36th Street and W. Madison Boulevard for \$2,500, pending review by city legal staff.



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



376

188

376 Feet

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

NAD_1927_StatePlane_Wisconsin_South_FIPS_4803

1 : 2,257

© MCAMILIS

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of July, 2016, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and R.A. Smith National, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 16745 W. Bluemound Road, Brookfield, WI 53005.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide consultation with respect to computing and imposing water impact fees on nonresidential land development;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for consultation with respect to computing and imposing water impact fees on nonresidential land development, as described in CONTRACTOR's proposal to CLIENT dated July 7, 2016, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$2,500, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$2,500.00. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Glen E. Morrow, PE will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, _____ CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

- A. Limit of General/Commercial Liability \$3,000,000
- B. Automobile Liability: Bodily Injury/Property Damage \$1,000,000
- C. Excess Liability for General Commercial or Automobile Liability \$10,000,000

D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work within two to three weeks (non-assured delineation) having received a Notice to Proceed as of July 20, 2016.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

BY: _____

Stephen R. Olson, Mayor

DATE: _____

BY: _____

Sandra L. Wesolowski, City Clerk

DATE: _____

BY: _____

Paul Rotzenberg, CPA, Director of Finance & Treasurer

DATE: _____

Approved As to Form:

BY: _____

Jesse A. Wesolowski, City Attorney

DATE: _____

R.A. SMITH NATIONAL, INC.

BY: Tina M. Myers

PRINT NAME: Tina M. Myers

TITLE: PWS

DATE: 7/14/16

July 7th, 2016

Ms. Sara Arnold
City of Franklin Engineering Department
9229 W. Loomis Road
Franklin, WI 53132

Re: Proposal for Wetland Delineation Services: Approximately 1.0-Acre Study Area along Madison Boulevard, City of Franklin, Milwaukee County, Wisconsin

Dear Ms. Arnold,

Thank you for the opportunity to work with you on this project. The contents of this proposal letter spell out the Description of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

- I. PROJECT NAME/SITE ADDRESS: Approximately 1.0-Acre Study Area along Madison Boulevard, City of Franklin, Milwaukee County, Wisconsin.
- II. DESCRIPTION OF SERVICES TO BE PERFORMED:

A) Wetland Delineation and Report Submittal

We propose to delineate the location and extent of the ditched wetland boundary within an approximately 1.0-acre Study Area along the north side of Madison Boulevard. In addition, we will analyze one data point to determine if wetland ditches may be present with the mapped Blount silt loam soil unit along S. 37th Place per the requirement of the US Army Corps of Engineers. We understand that the WDNR has already considered the roadside ditches along 37th Place to be exempt from wetland jurisdiction. During the field study, wetland areas will be identified and their boundaries delineated using the Routine On-Site Determination Method as defined in the 1987 Corps of Engineers Wetland Delineation Manual and in the Midwest Supplement, and will be performed in accordance with Wisconsin Department of Natural Resources (WDNR) requirements. The delineation technique uses a multi-parameter approach, which requires evidence of wetland hydrology, hydric soils, and hydrophytic vegetation. R.A. Smith National, Inc. (RASN) ecologists will also consider topographic conditions and use professional judgment in performing the work. The boundaries of areas meeting wetland criteria will be flagged in the field and GPS located. The findings from the field delineation will be documented in a wetland delineation report. Data sheets, a wetland boundary map using the survey data, a soils map, aerial photographs, a Wisconsin Wetland Inventory map, and color copies of photographs will be included the report.

A draft copy of the report will be e-mailed to you in pdf form prior to submittal to the WDNR. We will also provide you with one hard copy if necessary. The report can also be US Army Corps of Engineers as well as for concurrence and a jurisdictional determination, but is generally only submitted to them if a wetland permit is needed.

- III. COMPLETION SCHEDULE:

RASN will complete the fieldwork during the 2016 growing season and within 2-3 weeks following notice to proceed from Client. The draft report will be submitted to you within approximately 2-3 weeks

Deliver excellence, vision, and responsive service to our clients.

after completion of the wetland delineation fieldwork. The report will be submitted to the WDNR for confirmation of the wetland boundary upon your approval. WDNR Confirmation typically takes approximately 1-2 months depending on their backlog.

IV. PROFESSIONAL FEES:

The above-described services will be provided for a lump sum fee as shown in the table below. Fees will be invoiced monthly on a percent complete basis.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
A	Wetland Delineation & Report (includes \$300 WDNR Confirmation fee)	\$ 2,500.00

Fees utilize RASN's standard Professional Liability Insurance limits of \$2,000,000 for a period of 3 years from award of contract.

As your project progresses, additional work beyond the scope of this agreement may be required. Please initial below how you would like us to proceed with such work:

- _____ Time is critical. Proceed with any additional work and notify me with the details as soon as possible. I understand that this work will be performed on an hourly, time-and-material basis.
- _____ Contact me to obtain my verbal authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.
- _____ Contact me to obtain my written authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.

V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 21 days from the date of this proposal and are conditioned upon our completion of all services within 270 days of this date.
- B. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.
- C. Owner shall pay for any and all review and permit fees. Payment of fees to various agencies for plan reviews and other reasons may be necessary throughout the course of this project. Timely remittance of those fees to us is very important, since agencies will not accept review packages without the required fees. The project could be delayed significantly if submittals are not received when needed.
- D. After work has commenced, any revisions requested by the Owner, Developer or Architect, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

- E. The Client shall provide any existing data pertinent to the proposed project. Verification of information provided by others is not a part of the Scope of Services; therefore any problems arising out of the use of such information shall not be the responsibility of R.A. Smith National, Inc.

VI. SERVICES NOT INCLUDED:

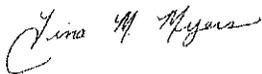
Unless specified elsewhere in this proposal, the following services are not included as part of this project and, therefore, are not reflected in our lump sum fee. If requested, these services will be performed on an hourly, time-and-material basis according to the attached Professional Fees Rate Schedule, unless other arrangements are agreed upon.

- A. Additional or extended services beyond those specifically described in the Scope of Services
- B. Rare Species Surveys
- C. Environmental audits
- D. Wetland permitting, Floodplain studies and/or permitting
- E. Natural Resource Mitigation planning
- F. Attendance at City, Agency or public meetings
- G. Archeological and historical survey and/or permitting

The attached Agreement for Consulting Engineering Services is hereby made part of this Proposal. If there are any questions concerning those, or the scope of work as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed, please sign and return the entire document to our office.

We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.



Tina M. Myers, PWS
Ecologist/Project Manager

Enclosures: Study Area Map

Wetland Delineation Report and Submittal
**STANDARD GENERAL CONTRACT TERMS
FOR PROFESSIONAL SERVICES**

R.A. Smith National

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principals and practices.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.

3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.

4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.

6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.

8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT'S ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty

Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings. PROFESSIONAL shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between PROFESSIONAL and CLIENT.

12. 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 CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Tina Myers, PWS
Ecologist/Project Manager

PROFESSIONAL

By: Tina M. Myers

Date: July 7th, 2016

PROJECT: Approximately 1.0-Acre Study Area along Madison Boulevard, City of Franklin, Milwaukee County, Wisconsin

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

Ms. Sara Arnold
City of Franklin Engineering Department
9229 W. Loomis Road
Franklin, WI 53132

CLIENT

By: _____

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice to proceed.

Printed Name: _____

Title: _____ Date: _____

©2011 R.A. SMITH NATIONAL, INC.

July 7th, 2016

Ms. Sara Arnold
City of Franklin Engineering Department
9229 W. Loomis Road
Franklin, WI 53132

Re: Proposal for Wetland Delineation Services: Approximately 1.0-Acre Study Area along Madison Boulevard, City of Franklin, Milwaukee County, Wisconsin

Dear Ms. Arnold,

Thank you for the opportunity to work with you on this project. The contents of this proposal letter spell out the Description of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

I. PROJECT NAME/SITE ADDRESS: Approximately 1.0-Acre Study Area along Madison Boulevard, City of Franklin, Milwaukee County, Wisconsin.

II. DESCRIPTION OF SERVICES TO BE PERFORMED:

A) Assured Wetland Delineation and Report Submittal

We propose to delineate the location and extent of the ditched wetland boundary within an approximately 1.0-acre Study Area along the north side of Madison Boulevard. In addition, we will analyze one data point to determine if wetland ditches may be present with the mapped Blount silt loam soil unit along S. 37th Place per the requirement of the US Army Corps of Engineers. We understand that the WDNR has already considered the roadside ditches along 37th Place to be exempt from wetland jurisdiction. During the field study, wetland areas will be identified and their boundaries delineated using the Routine On-Site Determination Method as defined in the 1987 Corps of Engineers Wetland Delineation Manual and in the Midwest Supplement, and will be performed in accordance with Wisconsin Department of Natural Resources (WDNR) requirements. The delineation technique uses a multi-parameter approach, which requires evidence of wetland hydrology, hydric soils, and hydrophytic vegetation. R.A. Smith National, Inc. (RASN) ecologists will also consider topographic conditions and use professional judgment in performing the work. The boundaries of areas meeting wetland criteria will be flagged in the field and GPS located. The findings from the field delineation will be documented in a wetland delineation report. Data sheets, a wetland boundary map using the survey data, a soils map, aerial photographs, a Wisconsin Wetland Inventory map, and color copies of photographs will be included the report.

A draft copy of the report will be e-mailed to you in pdf form prior to submittal to the WDNR Assurance Program. We will also provide you with one hard copy if necessary. The report can also be US Army Corps of Engineers as well as for concurrence and a jurisdictional determination, but is generally only submitted to them if a wetland permit is needed.

III. COMPLETION SCHEDULE:

RASN will complete the fieldwork during the 2016 growing season and within 4-6 weeks following

Deliver excellence, vision, and responsive service to our clients.

City of Franklin
Page 2 / July 7th, 2016

notice to proceed from Client. The draft report will be submitted to you within approximately 4-6 weeks after completion of the wetland delineation fieldwork.

IV. PROFESSIONAL FEES:

The above-described services will be provided for a lump sum fee as shown in the table below. Fees will be invoiced monthly on a percent complete basis.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
A	Assured Wetland Delineation and Report	\$ 2,500.00

Fees utilize RASN's standard Professional Liability Insurance limits of \$2,000,000 for a period of 3 years from award of contract.

As your project progresses, additional work beyond the scope of this agreement may be required. Please initial below how you would like us to proceed with such work:

- _____ Time is critical. Proceed with any additional work and notify me with the details as soon as possible. I understand that this work will be performed on an hourly, time-and-material basis.
- _____ Contact me to obtain my verbal authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.
- _____ Contact me to obtain my written authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.

V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 21 days from the date of this proposal and are conditioned upon our completion of all services within 270 days of this date.
- B. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.
- C. Owner shall pay for any and all review and permit fees. Payment of fees to various agencies for plan reviews and other reasons may be necessary throughout the course of this project. Timely remittance of those fees to us is very important, since agencies will not accept review packages without the required fees. The project could be delayed significantly if submittals are not received when needed.
- D. After work has commenced, any revisions requested by the Owner, Developer or Architect, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

City of Franklin
Page 3 / July 7th, 2016

- E. The Client shall provide any existing data pertinent to the proposed project. Verification of information provided by others is not a part of the Scope of Services; therefore any problems arising out of the use of such information shall not be the responsibility of R.A. Smith National, Inc.

VI. SERVICES NOT INCLUDED:

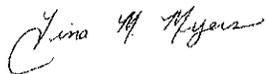
Unless specified elsewhere in this proposal, the following services are not included as part of this project and, therefore, are not reflected in our lump sum fee. If requested, these services will be performed on an hourly, time-and-material basis according to the attached Professional Fees Rate Schedule, unless other arrangements are agreed upon.

- A. Additional or extended services beyond those specifically described in the Scope of Services
- B. Rare Species Surveys
- C. Environmental audits
- D. Wetland permitting, Floodplain studies and/or permitting
- E. Natural Resource Mitigation planning
- F. Attendance at City, Agency or public meetings
- G. Archeological and historical survey and/or permitting

The attached Agreement for Consulting Engineering Services is hereby made part of this Proposal. If there are any questions concerning those, or the scope of work as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed, please sign and return the entire document to our office.

We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.



Tina M. Myers, PWS
Ecologist/Project Manager

Enclosures: Study Area Map

STANDARD GENERAL CONTRACT TERMS
FOR PROFESSIONAL SERVICES

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principals and practices.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air.

3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.

4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.

6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date.

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control.

8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty

Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings.

12. 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 CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Tina Myers, PWS
Ecologist/Project Manager

PROFESSIONAL

By: [Signature] _____

Date: July 7th, 2016 _____

PROJECT: Approximately 1.0-Acre Study Area along Madison Boulevard, City of Franklin, Milwaukee County, Wisconsin

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

Ms. Sara Arnold
City of Franklin Engineering Department
9229 W. Loomis Road
Franklin, WI 53132

CLIENT

By: _____

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice to proceed.

Printed Name: _____

Title: _____ Date: _____

©2011 R.A. SMITH NATIONAL, INC.

APPROVAL <i>Slw</i> <i>MWL LH</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/19/2016
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens Travel Program Semi-Annual Update for 2016	ITEM NUMBER <i>6, 5,</i>

To fulfill the June 19, 2007 directive of the Common Council requesting that an update of the Franklin Seniors Travel Program be prepared semi-annual, reporting in January and July of each year, attached is correspondence from Mr. Basil Ryan on 2016 trip statistics and activities.

Per the Common Council's motion of April 7, 2015 directing the Director of Administration to inform the Senior Travel Program Director that the Senior Travel Program does not need to adhere to the CDBG Program requirements and that \$10,000 is set aside for the Travel Program, the Senior Travel Program is no longer funded by Community Development Block Grant (CDBG) Funds and strictly paid by City monies. Also, at their meeting of February 16, 2016, the Common Council approved Ordinance 2016-2205 amending the annual budgets for 2016 to appropriate an additional \$2,000 for the Senior Travel Program and to direct the Director of Administration to evaluate the current program structure and service alternatives to ensure the manner in which the program is operated and the City's relationship with the program are all appropriate, including considering all risk management components, and to return with review by August 16, 2016.

For the period January 1, 2016 through June 30, 2016, five (5) trips have been taken thus far expending \$4,605 of the \$12,000 Senior Travel Program Budget for 2016 (remaining balance for July thru December is \$7,395).

Mr. Basil Ryan will be in attendance at the July 19, 2016 Common Council Meeting.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information. No action is being requested.

July 14, 2016

Mayor and Common Council Members
Franklin City Hall
9229 West Loomis Road
Franklin, WI 53132

Ladies and Gentlemen:

The Franklin Senior Travelers information for January-June 2016 is provided:

Five trips have been taken thus far – January, February, April, May, June

275 participants have taken trips through June 2016

The number of participants per trip has increased approximately 40 percent in May and June. Please note that the January, February and March trips were earlier coordinated by Shirley Bird and she limited participation on those trips.

January – 46 participants

February – 47 participants

April – 33 participants. This was a Sunday matinee performance which we tried for the first time.

May – 73 participants

June – 76 participants

We have seen an increased rate in the number of new participants on our day trips. There is an increased awareness of our bus trips due to distribution of flyers at senior residences, Franklin Senior walking club and especially word of mouth. In addition, our trips are announced in the Franklin Community Education and Recreation Department booklet and the Franklin newsletter.

Franklin Senior Travelers are our best ambassadors of spreading the word about the bus trips to their friends and neighbors. Because of this we have received countless telephone inquiries from additional seniors asking to be included in our trips. We have not limited the number of attendees per trip, nor have we turned anyone away from attending. All accommodations are made for everyone to participate. We have accommodated seniors using canes, walkers and wheelchairs. As you can see, we have a robust schedule that appeals to our senior men and women.

Plans for the remainder of 2016 include:

August – Lambeau Field, the Packers Hall of Fame and a behind-the-scenes tour of the iconic stadium.

Our count is already approaching 75 people.

September – Fireside Theater performance – our count is already approaching 80 people.

October – TBD

November – TBD

December – No trip planned due to budget constraints.

Because of the success and greater participation in the program, it is placing a serious constraint on our transportation budget. If our attendance continues on this pace, or if we experience increased participation, we will have to cut trips in October, November and December. Our program is extremely successful but we are limited to the funds available to us. Please see the attached spreadsheet.

Sincerely,

Basil Ryan
Franklin Senior Travelers

Attachment

2016 FRANKLIN SENIOR TRAVELERS BUS TRANSPORTATION BUDGET

Date	Trip Description	Bus Cost	Paid By	Budget
				10,000
1/13/2016	Fireside-Legends in Concert	850	City of Franklin	9,150
2/13/2016	Dorf Kapelle-Fasching Celebration	850	City of Franklin	8,300
3/1/2016	NO TRIP - BUDGET CONSTRAINTS		N/A	N/A
4/24/2016	Ernest In Love, In Tandem Theater	500	City of Franklin	7,800
5/11/2016	Fireside-Sister Act	1,265	City of Franklin	6,535
6/22/2016	Fireside-Rockin' at the Fireside	1,140	City of Franklin	5,395
	Balance of \$5,395 for remainder of 2016			

<p>APPROVAL</p> <p><i>MMS</i> <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>7/19/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Franklin Senior Citizens, Inc. Semi-Annual Update for 2016</p>	<p>ITEM NUMBER</p> <p><i>6.6.</i></p>

At their February 17, 2015 meeting, the Common Council directed that Fred Knueppel, President of the Franklin Senior Citizens, Inc. organization, attend and give a status update on the organization semi-annually (January and July). Attached is a spreadsheet showing the January thru June 2016 expenditures of the Franklin Senior Citizens, Inc. organization.

The Franklin Senior Citizens, Inc. activities are funded strictly through the City's general "Recreation" operating fund. For 2016 (and several past budget years), \$10,000 was adopted for supporting the Franklin Senior Citizens, Inc. activities; which include funding a portion of the cost of their monthly business meeting luncheon now being held at Root River Lanes in Franklin, a monthly social luncheon at Brenwood Park Senior Apartments (minus the Seniors co-pay of \$2 each), and miscellaneous operating supply costs and IT tech room support services.

As of June 30, 2016, \$4,266.69 has been expended from the \$10,000 City adopted budget for Senior Citizen Activities (see attached spreadsheet). A general breakout is as follows: Monthly Business Luncheon, \$2,803.50; Monthly Social Luncheon, \$873.24; Supplies and Other Expenses, \$589.95. The current total membership of the Franklin Senior Citizens, Inc. is 148 members.

Mr. Fred Knueppel and Mr. Casper Green (Vice President) will both be in attendance at the July 19, 2016 Common Council meeting.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information. No action is being requested.

2016 Franklin Senior Citizens, Inc. Activities

Breakdown of Reported Expenditures and Reimbursement by City

Annual Appropriation **\$10,000**

Month	Franklin Seniors Social					Business Luncheon					Office, Misc., and Computer Center Costs	Total Program Cost Reimbursement (01.0521.5723)
	Combined Program Cost	Participant Co-Pay (\$2 Each)	Program Cost Reimbursement	Seniors Attendance	Combined Program Cost	Participant Cost (\$5 Each)	Program Cost Reimbursement (\$4.50 Each)	Misc. Costs/Entertainment Reimbursement	Seniors Attendance			
January	182.65	(78.00)	104.65	39	1,035.50	(545.00)	490.50	-	109	86.79	681.94	
Feb.	285.84	(62.00)	223.84	31	940.50	(495.00)	445.50	-	99	99.19	768.53	
March	164.63	(60.00)	104.63	30	959.50	(505.00)	454.50	-	101	84.29	643.42	
April	163.52	(64.00)	99.52	32	1,016.50	(535.00)	481.50	-	107	108.54	689.56	
May	301.49	(68.00)	233.49	34	1,007.00	(530.00)	477.00	-	106	99.36	809.85	
June	181.11	(74.00)	107.11	37	959.50	(505.00)	454.50	-	101	111.78	673.39	
July	-	-	-	-	-	-	-	-	-	-	-	
August	-	-	-	-	-	-	-	-	-	-	-	
Sept.	-	-	-	-	-	-	-	-	-	-	-	
October	-	-	-	-	-	-	-	-	-	-	-	
Nov.	-	-	-	-	-	-	-	-	-	-	-	
Dec.	-	-	-	-	-	-	-	-	-	-	-	
TOTALS	\$1,279.24	-\$406.00	\$873.24	203	\$5,918.50	-\$3,115.00	\$2,803.50	\$0.00	623	\$589.95	\$4,266.69	
Avg / Event	\$106.60	-\$33.83	\$72.77	16.9	\$493.21	-\$259.58	\$233.63	\$0.00	51.9		\$5,733.31	

Remaining Balance for 2016

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>7/19/2016</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Regulation and enforcement of Fourth of July Parade space reservation and length of route (Alderman D. Mayer)</p>	<p>ITEM NUMBER</p> <p><i>6.7.</i></p>

Alderman D. Mayer has requested that the Common Council review and take possible action regarding regulating and enforcement of space reservation and length of the route of the Fourth of July Parade.

COUNCIL ACTION REQUESTED

As directed.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">July 19, 2016</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">A Communications System Agreement with Motorola Solutions, Inc. / Baycom, Inc. for Police Department Dispatch Consoles in furtherance of the Intergovernmental Agreement with Milwaukee County for Access to the Milwaukee County 800 Mhz Project 25 Trunked Radio System</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6, 8,</i></p>

Annexed hereto is a copy of the Communications System Agreement. The City entered into the above additionally referenced intergovernmental agreement with Milwaukee County in 2014. The Communications System Agreement provides for the replacement of the Police Department current analog radio system four radio consoles in order to be upgraded to meet Federal Communications Commission mandates of the provision of digital radio technology (P25). The \$284,639 contract price is itemized in the pricing summary is on page 21 of the annexed Agreement. Funding for this item is provided in the 2016 Budget. Milwaukee County has approved the Agreement terms. Motorola Solutions, Inc. / Baycom, Inc. additionally has agreed to provide changes to the agreement approved by the County to conform to the City standard provisions. Annexed hereto is a resolution to approve the Agreement.

COUNCIL ACTION REQUESTED

A motion to approve A Resolution Authorizing Certain Officials to Execute a Communications System Agreement with Motorola Solutions, Inc. / Baycom, Inc. for Police Department Dispatch Consoles in Furtherance of the Intergovernmental Agreement with Milwaukee County for Access to the Milwaukee County 800 Mhz Project 25 Trunked Radio System.

RESOLUTION NO. 2016-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A COMMUNICATIONS SYSTEM AGREEMENT WITH MOTOROLA SOLUTIONS, INC. / BAYCOM, INC. FOR POLICE DEPARTMENT DISPATCH CONSOLES IN FURTHERANCE OF THE INTERGOVERNMENTAL AGREEMENT WITH MILWAUKEE COUNTY FOR ACCESS TO THE MILWAUKEE COUNTY 800 MHZ PROJECT 25 TRUNKED RADIO SYSTEM

WHEREAS, the replacement of the Police Department current analog radio system four radio consoles in order to be upgraded to meet Federal Communications Commission mandates of the provision of digital radio technology (P25) in furtherance of the Intergovernmental Agreement with Milwaukee County for Access to the Milwaukee County 800 Mhz Project 25 Trunked Radio System has been planned and accounted for in the 2016 Budget; and

WHEREAS, Milwaukee County having reviewed a proposed agreement from Motorola Solutions, Inc. / Baycom, Inc. for Police Department dispatch consoles and having approved its terms, and the Police Department having reviewed same and having incorporated further City terms and provisions and recommended approval of the agreement in the contract price amount of \$284,639; and

WHEREAS, the Common Council upon the recommendation of the Police Department having reviewed such proposed Communications System Agreement and having found same to be reasonable and necessary to protect the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Communications System Agreement with Motorola Solutions, Inc. / Baycom, Inc. for Police Department Dispatch Consoles, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

RESOLUTION NO. 2016-_____

Page 2

APPROVED:

ATTEST:

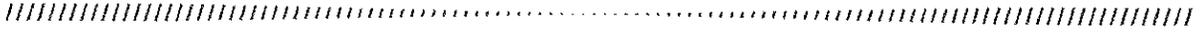
Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

PROPOSAL
FRANKLIN, WI

MCC 7500 CONSOLE



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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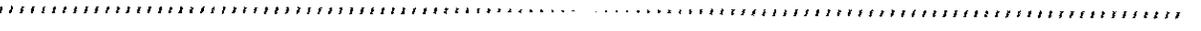


TABLE OF CONTENTS

1. System Description.....	5
1.1 MCC 7500 Solutions Overview.....	5
1.2 Console Connectivity.....	7
1.3 Elements of the MCC 7500.....	8
1.4 Additional Equipment.....	10
1.5 Equipment List.....	11
1.6 Customer Equipment list.....	12
2. Implementation Plan.....	13
2.1 Statement of Work.....	13
2.2 Project Schedule.....	17
3. Lifecycle Support Services.....	18
3.1 Milw Co SUA_SUS MSI Commitment FINAL 032216 with signature.....	20
4. Pricing.....	21
4.1 Pricing Summary.....	21
5. Contractual Documentation.....	22
5.1 Motorola.CSA.FINAL.03.29.16 Franklin PD v3.....	23

SECTION 1

SYSTEM DESCRIPTION

1.1 MCC 7500 SOLUTIONS OVERVIEW

Motorola's proposed dispatch solution for the Franklin Police Department is our MCC 7500 Dispatch Console, offering IP-based seamless connectivity between Franklin Police Department's dispatch operators and field personnel. The MCC 7500 Dispatch Console will provide Franklin Police Department with a scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities. See the figure titled "MCC 7500 Dispatch Console."

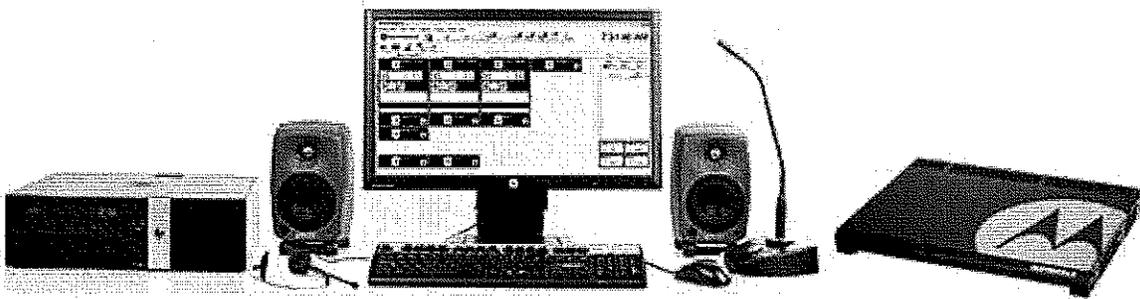


Figure 1: MCC 7500 Dispatch Console. Console includes desktop PC, headset, speakers, display, keyboard, mouse, microphone, and Voice Processor Module

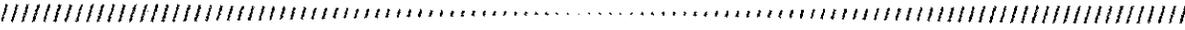
The proposed solution for Franklin includes four MCC 7500 Dispatch consoles spread across the following locations:

1. Franklin Police Department Dispatch Center

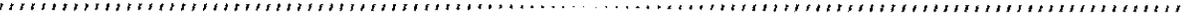
The following tables summarize the proposed console equipment and peripherals included in our proposal. All licenses necessary for operation have also been included as part of the solution.

Table 1: Proposed Equipment at Franklin Police Department Dispatch Center

Qty	Equipment
Operation Positions	
4	Personal Computer with Windows 7
4	Voice Processor Module
4	Computer Display with Touch Screen
8	Headset Jack
16	Desktop Speakers
4	Footswitch
4	Gooseneck Microphone
4	Instant Recorder Port
4	Telephone Headset Port
Additional Equipment	
2	Console LAN Switch



Qty	Equipment
2	Console Site Router
2	GGM 8000 Gateway with a Conventional Gateway Interface (CCGW)
1	GCP 8000 Conventional Site Controller
1	SDM 3000 Auxiliary Input/Output Server
6	APX 7500 Consolettes



1.2 CONSOLE CONNECTIVITY

The proposed MCC 7500 Dispatch consoles will connect into the ASTRO 25 master site at Oasis master site. A conceptual diagram of the proposed console connectivity has been provided in Figure 1-2.

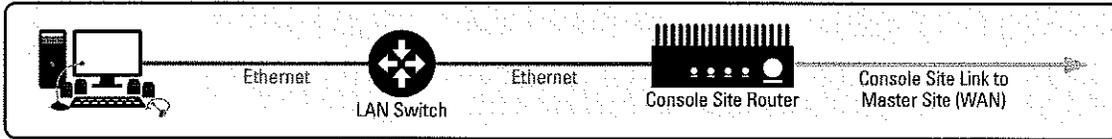


Figure 2: System connectivity for proposed solution.

The solution will rely on Ethernet links provided by Franklin for backhaul connectivity. The links will go from the dispatch center to the Oasis Master site. Two links are recommended. The two CCGW's will interface to the 9 existing conventional channels including the following stations: the FPD1 Backup, FPD2 Backup, FFD1 Backup, Consolette, Calling Base, DPW, Fire VHF, IFERN VHF, IFERN 800 Backup. There are 7 conventional ports available for additional channels if needed. The SDM3000 Aux I/O Server will provide up to 16 relays and 48 inputs to interface to Franklin's existing Aux I/O's. It is anticipated that 6 relays and 6 input buffers will be interfaced to the SDM3000 server. Franklin PD plans to log talkgroups using an over the air solution with existing consolettes and existing logging recorder. One consolette is required for each talkgroup that will be logged. Conventional channels may be logged via the logging output on the CCGW.

The following are the specifications for any dispatch center wishing to connect digital-based MCC7500 dispatch operator positions to the new digital radio system:

Interface Type:	Transparent Layer 2 Ethernet (with the ability to pass through all of the system's VLANs without alteration)
Minimum Throughput/ Link Speed:	5Mbps for a typical dispatch center[1]
Latency/Delay:	No more than 10 milliseconds one-way
Jitter:	10 milliseconds
Endpoints:	The connection must terminate at your dispatch center and at the new digital system's Share Core location at 2120 Davidson Road, Waukesha, Wisconsin 53186.

[1] The throughput specification of 5Mbps will support small, medium, and large dispatch centers (up to a maximum size of a center that processes: 100 trunked calls, 30 conventional calls from "remote" locations, and 16 "local" conventional calls and that has up to 50 operator positions)

1.3 ELEMENTS OF THE MCC 7500

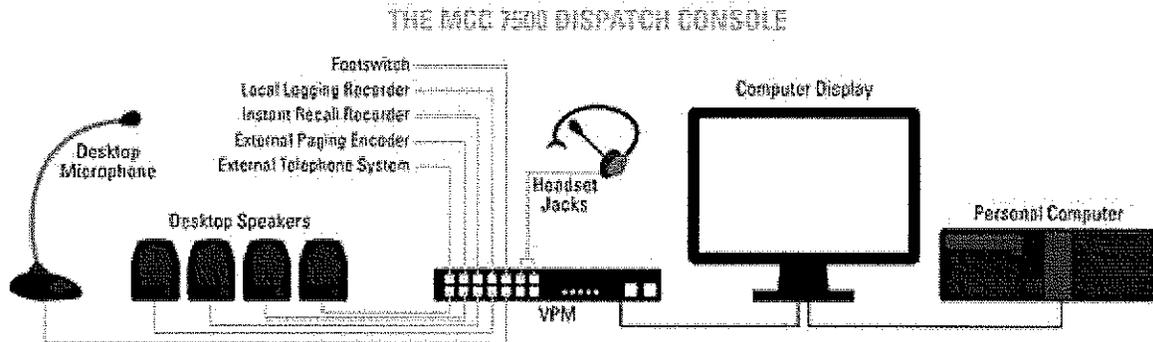


Figure 3: MCC 7500 Dispatch Console Components

As proposed to Franklin, each MCC 7500 Dispatch console includes the following elements:

Personal Computer (PC)

The personal computer included with the console position runs Microsoft Windows 7, and is certified by Motorola to ensure that the dispatch software, voice cards, and secure cards are properly installed and configured.

Computer Display

A 22" Computer Display with Touch Screen is provided with each MCC 7500 dispatch console.

Headset Jack

The dispatch console supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled for simultaneous use by the dispatch operator and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Gooseneck Microphone

The microphone controls the dispatch console's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Voice Processor Module (VPM)

The secure VPM provides vocoding and audio processing for the dispatch console, and also serves as the hub for the console's speakers, microphone, footswitch, headset jacks, and recorders.

Footswitch

Each dispatch console includes a dual pedal footswitch that can be configured to control general transmit and monitor functions

Headset Port

The telephone/headset port allows the connection of an external telephone to the dispatch console, allowing the operator to use a single headset to communicate on both the radio system and a telephone system

Desktop Speakers

Four audio speakers have been included with each console position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls and can be placed on a desktop, or mounted on a rack or computer display.



Instant Recall Recorder (IRR) Port

The IRR port enables the connection of a short-term audio recorder, which allows the recording and playback of recent audio received by the console. The IRR software is existing and will be provided by Franklin.

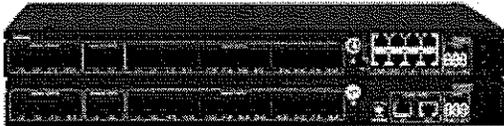




1.4 ADDITIONAL EQUIPMENT

Per your request, we have included the following additional items to extend the functionality of the MCC 7500 to meet Franklin Police Department's needs.

SDM 3000 Auxiliary Input/Output Server



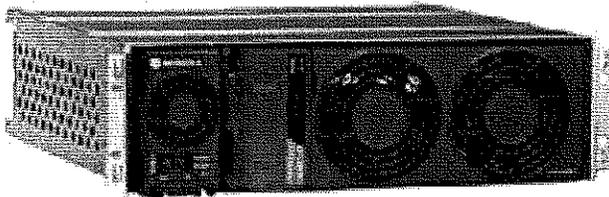
The SDM 3000 provides console operators with the ability to control and monitor external devices, such as doors and lights, from the console user interface. The console interface uses icons to display the state of external devices via auxiliary inputs and outputs, which support momentary and latched inputs, as well as latched and interlocked latched outputs.

GGM 8000 Gateway with a Conventional Channel Gateway Interface (CCGW)



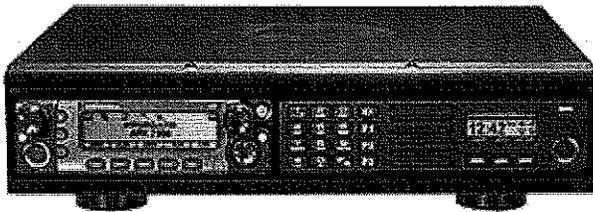
The GGM 8000 interfaces analog and ASTRO 25 conventional channels to your ASTRO 25 radio system. The proposed GGM 8000 contains eight analog ports, eight V 24 ports, and an Ethernet port, supporting up to 16 conventional channels. It will also support up to 16 IP based channels, bringing the total number of supported channels to 32. The GGM 8000 can simultaneously support a combination of analog, MDC 1200, ACIM Link, digital, and mixed mode channels.

GCP 8000 Conventional Site Controller



The GCP 8000 Conventional Site Controller supports site conventional operation where a Conventional Channel Gateway (CCGW) is located at an MCC 7500 console site. If the link between the dispatch site and the master site is lost, the GCP 8000 enables dispatchers to communicate over conventional resources.

APX 7500 Control Stations



The APX 7500 control station provides backup communications for your dispatchers. It comes with a front panel equipped with a LCD display, numeric keypad, programmable buttons, VU meter, internal local speaker, auxiliary display, keyload port, IV&D port, and a myriad of ports for additional control and programming. It also has a dedicated logging port for use with logging recorders.

The control station will be connected to a GGM 8000 as an interface to mutual aid audio or other systems, enabling dispatchers to communicate with field users on the control station via the MCC 7500 console. In the unlikely event that the dispatch center loses connectivity to the system core, dispatchers can also continue to use their consoles to communicate with field users via the control stations.





1.5 EQUIPMENT LIST

Please see the attached equipment list for the proposed solution.



BLOCK	U M	O	APC	QTY	NOMENCLATURE	DESCRIPTION
OP_POS	1	-	443	1	B1905	MCC 7500 ASTRO 25 SOFTWARE
OP_POS	2	-	443	4	B1933	MOTOROLA VOICE PROCESSOR MODULE
OP_POS	2	a	443	4	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
OP_POS	2	b	443	4	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
OP_POS	2	c	443	4	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
OP_POS	2	d	443	4	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
OP_POS	3	-	708	4	DS22WBLKTS	22 INCH WIDE WITH TOUCH SCREEN MONITOR, BLACK
OP_POS	4	-	708	4	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
OP_POS	5	-	877	4	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
OP_POS	6	-	443	16	B1912	MCC SERIES DESKTOP SPEAKER
OP_POS	7	-	443	4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
OP_POS	8	-	443	8	B1913	MCC SERIES HEADSET JACK
OP_POS	9	-	708	4	DSTWLN6328A	DUAL PEDAL FOOTSWITCH
OP_POS	10	-	708	4	T7885	MCAFFEE WINDOWS AV CLIENT
SWITCH	14	-	147	2	CLN1856	2620-24 ETHERNET SWITCH
ROUTER	15	-	147	2	SQM01SUM0205	GGM 8000 GATEWAY
ROUTER	15	a	147	2	CA01616AA	ADD: AC POWER
AUX_IO	16	-	469	1	F4543	SITE MANAGER BASIC
AUX_IO	16	a	469	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
AUX_IO	16	b	469	1	V266	ADD: 90VAC TO 260VAC PS TO SM
AUX_IO	16	c	469	3	V592	AAD TERM BLCK & CONN WI
GCP8000	17	-	112	1	T7038	GCP 8000 SITE CONTROLLER
GCP8000	17	a	112	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
GCP8000	17	b	112	1	X153AW	ADD: RACK MOUNT HARDWARE
GCP8000	17	c	595	1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER
CCGW	18	-	147	2	SQM01SUM0205	GGM 8000 GATEWAY
CCGW	18	a	147	2	CA01616AA	ADD: AC POWER
CCGW	18	b	147	2	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
RACK	19	-	509	1	TRN7343	SEVEN AND A HALF FOOT RACK
RACK	20	-	207	2	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
RACK	21	-	207	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
RACK	22	-	207	1	DS110110711	PDU, AC EDGE RACK MOUNT DISTRIBUTION PANEL, 120VAC 60A, 12-15A CIRCUIT
RACK	23	-	207	12	DS37502851	BREAKER KIT AIRPAX 15AMP SNAPAC, FOR AC EDGE OR DC EDGE III QTY 1
Licenses	24	-	877	1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
Licenses	24	a	877	1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
Licenses	24	b	877	1	CA00997AL	ADD: UCS LICENSE KEY 7.14
Licenses	24	c	877	1	CA02105AA	MCC7500/MCC7100 CONSOLE LIC
SPARES	25	-	443	1	B1912	MCC SERIES DESKTOP SPEAKER
SPARES	26	-	443	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
SPARES	27	-	443	1	B1913	MCC SERIES HEADSET JACK
SPARES	28	-	708	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
SPARES	29	-	443	1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
SPARES	30	-	443	1	01009513002	PWR SPLY 108W AC INP 12VDC OUT W18
SPARES	31	-	271	1	3082933N08	GR500 AC POWER CORD
SPARES	32	-	443	1	30009351001	DC CABLE ASSY
SPARES	33	-	147	1	CLN1856	2620-24 ETHERNET SWITCH
SPARES	34	-	147	1	SQM01SUM0205	GGM 8000 GATEWAY
SPARES	34	a	147	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
SPARES	34	b	147	1	CA01616AA	ADD: AC POWER
SPARES	35	-	112	1	DLN6569	FRU: GCP 8000/GCM 8000
SPARES	36	-	112	1	DLN6781	FRU: POWER SUPPLY
SPARES	37	-	112	1	DLN6898	FRU: FAN MODULE
Consolettes	38	-	656	6	L30URS9PW1 N	APX7500 SINGLE BAND 7/800
Consolettes	38	a	761	6	CA01598	ADD: AC LINE CORD US
Consolettes	38	b	656	6	G361	ADD: P25 TRUNKING SOFTWARE
Consolettes	38	d	656	6	G51	ENH: SMARTZONE OPERATION APX
Consolettes	38	e	656	6	G806	ADD: ASTRO DIGITAL CAI OPERATION
Consolettes	38	g	761	6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
Consolettes	38	h	656	6	W382	ADD: CONTROL STATION DESK GCAI MIC
Consolettes	39	-	761	6	HKN6233C	APX CONSOLETTIE RACK MOUNT KIT



SECTION 2

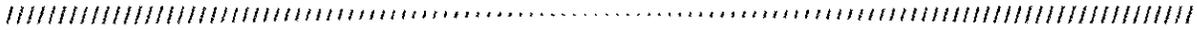
IMPLEMENTATION PLAN

2.1 STATEMENT OF WORK

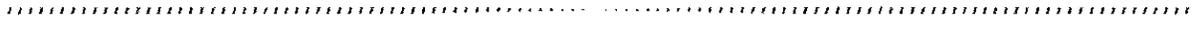
Motorola will install and configure the proposed equipment. Table describes the tasks involved with installation and configuration.

Table 2: Project Tasks and Responsibilities

Tasks	Motorola	Franklin
Kickoff and Team Creation		
Assign a Project Manager as a single point of contact.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct Kickoff meeting.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Defined Project Team		
Equipment Order and Manufacturing		
Process Equipment Order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment ordered and manufactured ready to ship to destination		
Design Review		
Review the operational requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Discuss the proposed cutover plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Determine each site's ability to accommodate proposed equipment based upon physical capacity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submit design review documents for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Approve design review documents.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Design review document delivered to and approved.		
Equipment Shipment and Storage		
Ship all equipment to the field.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coordinate receipt of Motorola-provided equipment.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Receive Motorola-provided equipment and store.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inventory Motorola-provided equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment received and ready for installation		
Site Access		
Provide Site Access.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide necessary buildings, equipment shelters, and towers for installation of the new equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

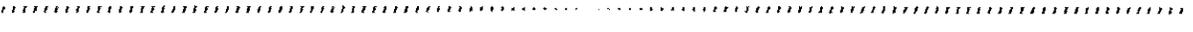


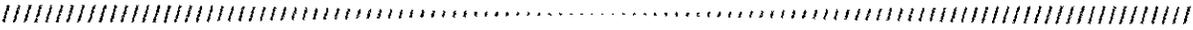
Tasks	Motorola	Franklin
Ensure adequate electrical power in proper phase and voltage at the sites for the MCC console equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that sites meet space, grounding, power, and connectivity requirements for installation of equipment as required by R56 standards for the MCC console equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Obtain all licensing and permitting for sites.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Access, permitting, and licensing for sites of equipment installation.		
General Equipment Installation		
Deliver equipment to site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide network link resources for console connectivity to master site. All backhaul connectivity and associated equipment for all sites is the responsibility of the customer. This includes providing and installing the required dual/redundant T1/Ethernet connectivity, and interface modules between the zone/master site and dispatch site, in addition to zone/master to remote site links per Motorola specifications. The Dual/Redundant T1/Ethernet backhaul links from the dispatch center to the Master Site (MSO) must meet Motorola's latency, jitter, and capacity requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Franklin will request connectivity installer to conduct testing of fiber to Motorola specifications and to provide results of such testing. Motorola will perform site fiber link testing only if the original installer has not or will not provide documentation of their successful completion of such testing. Verification of the fiber site link performance will be done prior to the interconnection of the Motorola-supplied equipment to the link equipment. If the link does not pass the Motorola link specification, it is the customer's responsibility to correct and to provide the updated link performance testing data.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide any required system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links or other types of connectivity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install and brace equipment racks in accordance with R56 standards and state/local codes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install and terminate all network cables between site routers and network demarcation points, including fiber, microwave, leased lines, and Ethernet. Interconnect the SDM3000 and the CCGWs to the MCC7500 console system and to existing relays, existing inputs, and existing conventional channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that Type 1 and Type 2 AC suppression is installed to provide protection to the fixed network equipment and console operator positions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install and terminate all power cabling from AC-powered equipment to surge suppression panels at the top of the rack.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Connect the appropriate equipment to the ground system in accordance with Motorola's R56 Site Installation standards.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Apply Motorola-provided labeling to field installed equipment, racks, and cables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform preliminary audit of installed equipment to ensure compliance with requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Installation and performance of equipment and work not provided by Motorola.	<input type="checkbox"/>	<input checked="" type="checkbox"/>





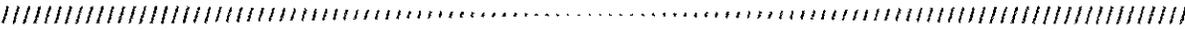
Tasks	Motorola	Franklin
Coordinate activities of Motorola subcontractors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coordinate activities of non-Motorola subcontractors.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
All equipment installed and ready for optimization.		
Console Installation		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Connect console to circuit demarcation points.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure existing conventional stations are configured for 4 wire operation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install PC workstation w/ keyboard and mouse, and monitor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install a Voice Processor Module (VPM), two speakers, dual PTT footswitch, and gooseneck microphone in accordance with R56 Standards per position on desktop surface.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install all associated cabling in appropriately-sized split loom.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install extension jumpers for mouse, keyboard, and monitor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install two headset jacks per position.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install new equipment racks.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install a dedicated Local Area Network (LAN) to connect the proposed console positions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Develop templates for console programming.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform console programming.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Integration into the OASIS (Milwaukee/Waukesha) system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Removal and/or relocation of existing console equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Console equipment installed and accepted		
Console Installation		
Specify frequencies for proposed consolettes and obtain FCC licenses as necessary. Note: Motorola is only responsible for interference caused by Motorola-provided transmitters to the Motorola-provided receivers. Should the proposed equipment experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Develop consolette programming template.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Determine consolette locations.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide antenna-mounting location at each of the RF consolette points specified, while providing an adequate means of feed-line routing and support. Note: Motorola assumes that there will be good RF coverage where the consolettes are installed. No coverage guarantees are included with this offering.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install RF local consolettes identified in the equipment list. Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Tasks	Motorola	Franklin
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Supply a dedicated 115 VAC grounded electrical outlet rated at 15 A to power the console and remote control device. Provide an outlet within 6 feet of the unit.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply a ground point of 5 ohms or less located in the immediate vicinity (within six feet) of the finalized location of the antenna and console.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Program all consoles according to the developed programming template, prior to delivery.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
System Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify that all audio and data levels are at factory settings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify communication interfaces between devices for proper operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Set up the consoles to perform dispatching operations on the radio system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completion of system optimization		
Functional Testing		
Verify the operational functionality and features of the consoles and the system supplied by Motorola, as contracted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Witness the functional testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document the results of the acceptance tests and present for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review and approve final acceptance test results.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Successful completion of functional testing, approval of functional testing, and System Acceptance		
Cutover		
Develop a mutually agreed upon cutover plan based upon discussions held during the Design Review.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct cutover meeting with user group representatives to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Notify the user groups affected by the cutover (date and time).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
During cutover, follow the written plan and implement the defined contingencies, as required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Conduct a roll call of all users working during the cutover, in an organized and methodical manner.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide Motorola with the subscriber information for input into the system database and activation, as required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>





Tasks	Motorola	Franklin
Customer is responsible for coordinating with the appropriate resources to provide training for the equipment provided in this proposal.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide ongoing communication, as applicable, with OASIS (Milwaukee/Waukesha) system regarding the dispatch console project and schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Successful migration from old system to new system		
Finalize Documentation		
Provide an electronic as-built system manual on CD. The documentation will include the following: • System, site, and rack diagrams • Equipment inventory list • Functional acceptance test plan test sheets and results • Console programming template • Service and operator manuals Documentation will be delivered in Adobe PDF format.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Receive and approve documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Execute Final Project Acceptance.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
All required documents are provided and approved. Final Project Acceptance		

2.2 PROJECT SCHEDULE

The estimated time for completion of the project is 4-6 months from Project Kickoff through Final Project Acceptance. A final project schedule will be developed based upon mutual agreement between Motorola and Franklin Police Department at the Detailed Design Review (DDR). The dates for the installation and activation are highly dependent on the actual completion dates of tasks associated with R56 upgrades, installation, cabling and providing unobstructed cable routes. The specific and detailed scheduled will be determined during the DDR.





SECTION 3

LIFECYCLE SUPPORT SERVICES

To maintain Franklin Police Department's equipment, Motorola offers our standard commercial warranty as set forth in the Communications System Agreement.

In addition to the standard warranty, Motorola is including customized services during the warranty, as summarized in the table. Upon request, Motorola will provide detailed statements of work that fully describe these proposed services.

A description of the proposed services are included in this section.

Note: For further details on Security Update Service and System Upgrade Agreement Services SUAll please refer to the letter to Christine Westrich from Bill Burton dated March 22, 2016 on the following page.

Service Description	Additional Above Warranty	Additional Post Warranty
Infrastructure Repair with Advanced Replacement	Included	Not Included
Onsite Infrastructure Response	Included	Not Included
Preventive Maintenance	Included	Not Included
Dispatch and Incident Management	Included	Not Included
Security Update Service	Included	Included 10 Years
System Upgrade Agreement Services: SUA II	Included	Included 10 Years

Infrastructure Repair with Advanced Replacement

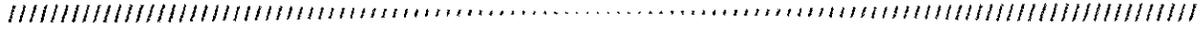
Infrastructure Repair with Advanced Replacement provides for expedited replacement of the equipment in the proposed solution, whether it is manufactured by Motorola or by another vendor. When a component fails, Franklin will be able to request a replacement and have it shipped immediately for use in the system, prior to sending the faulty component to Motorola for repair. When requesting a replacement component, Franklin can choose to either keep the replacement component or send it back to Motorola once the original failed component is repaired and returned. Motorola will pay two-way shipping on all components shipped through this service.

Onsite Infrastructure Response

Onsite Infrastructure Response provides local qualified technicians who arrive at your location to diagnose and restore the system. Following proven response and restore processes, Motorola's Call Center contacts the local authorized service center in Franklin Police Department's area and dispatches a qualified technician. Our case management and escalation process ensures that arrival of the technician on-site and system restoration comply with contracted response times. If the technician is unable to resolve the issue on site, the case is escalated to the Solutions Support Center (SSC) or product engineering teams for support as needed.

Preventive Maintenance

During Preventive Maintenance, Motorola-certified field technicians will inspect Franklin Police Department's equipment on a routine basis to ensure that the equipment continues to meet original manufacturer's specifications. If a situation warrants it, technicians will be dispatch to perform hands-on examinations and diagnostics. This service will help to detect potential problems before they develop, maximizing equipment performance, reducing the possibility of failures, and prolonging equipment life.



Dispatch and Incident Management

Dispatch ensures that local, trained and qualified technicians will arrive at the customer's location to diagnose and restore their communications network. When a notification occurs from an automatic alarm or through a scheduled maintenance notification, Motorola's Call Center assigns a number to the incident and triages the issue with the appropriate support team. The Call Center oversees all aspects of the event and incident management process during repair and restoration, tracking open issues to ensure that they are managed to resolution within the required time frame. This continuous oversight provides a record of events associated with each case that can be presented in the form of incident activity reports. This incident management system can also be accessed remotely via Motorola Online portal.

Security Update Service

Security updates appropriate for the commercial environment are often designed without mission-critical systems in mind. Motorola will ensure that commercial anti-virus definitions and operating system software patches are compatible with the proposed dispatch consoles. Our expert network security technologists analyze, test, and validate the latest security software updates in a dedicated test lab and will provide Franklin with regular electronic updates of compatible updates.

Note: For further details on Security Update Service and System Upgrade Agreement Services SUAll please refer to the letter to Christine Westrich from Bill Burton dated March 22, 2016 on the following page.

System Upgrade Agreement II

Motorola's system upgrade agreement (SUA II) provides up to one system upgrade of Franklin Police Department's equipment every two contract years. The SUA II is a complete package of hardware, software and implementation services required to update the proposed dispatch consoles to an eligible system release with an equivalent level of functionality. These system updates will ensure the availability of repair services support to OEM components, optimization of system expansion, and may include operational enhancements if included with a system release upgrade. The SUA service includes the professional implementation services necessary to guarantee that the system upgrades cause minimal interruption to system operation, and as little reliance on Franklin Police Department's resources as possible.

Note: For further details on Security Update Service and System Upgrade Agreement Services SUAll please refer to the letter to Christine Westrich from Bill Burton dated March 22, 2016 on the following page.



March 22, 2016

Ms. Christine Westrich, Director OEM
Erik Veil, Director Radio Services Division
901 N. 9th Street, Room 300
Milwaukee, WI 53233

This letter is to confirm that Motorola Solutions Inc. (MSI) will provide the services of System Upgrade Assurance, 2-year (SUA-II), Security Update Service (SUS), and Technical Support (TS) at no cost for years 1-10 from date of MCC7500 console system acceptance to Qualifying Customers. A Qualifying Customer is defined as

- 1) A municipality within Milwaukee County that operates a wireline-connected dispatch of less than 13 positions that connects its dispatch center to the Milwaukee County subsystem of the OASIS P25 radio system, AND
- 2) Enters into a contract with MSI and provides a purchase order in calendar year 2016.

This offer is also extended to those municipalities within Milwaukee County that have already purchased or that already own or that have already ordered MCC7500 consoles, namely Oak Creek, South Milwaukee, Bayside, and West Allis.

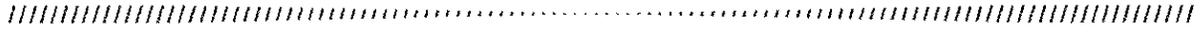
Municipalities within Milwaukee County that purchase wireline MCC7500 consoles (for connection to the Milwaukee County OASIS subsystem) by executing contracts with MSI in calendar year 2017 or later will receive the standard (1) year equipment warranty from date of MCC7500 console system acceptance and will be offered SUA-II, SUS, and Technical Support at a special first-year price of \$749 with a 2% per year price increase for years 2-10. (Note that Milwaukee County requires operators of dispatch centers that have wireline connections to OASIS to procure SUA-II and SUS in order to maintain the same level of software and security as the system.) Municipalities that: i) are not within Milwaukee County, ii) operate dispatch centers of 13 or more dispatch positions, or iii) do not connect to the Milwaukee County subsystem of the OASIS P25 radio system must contact MSI directly for quotes for MCC7500 consoles and all associated service's.

MSI appreciates Milwaukee County and all associated municipalities within Milwaukee County as valued customers and we hope this offer assists in meeting the budgetary constraints in today's economy.

Sincerely,



Bill Burton



SECTION 5

CONTRACTUAL DOCUMENTATION

Below please find attached our Communications System Agreement, including a standard Software License Agreement, a Payment Schedule for the proposed solution, and Service Agreement Terms and Conditions for the included above-warranty services.



Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and Franklin Police Department ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"City of Franklin, WI – Agreement"
Exhibit D	"Technical and Implementation Documents"
D-1	"System Description" dated June 2016
D-2	"Equipment List" dated June 2016
D-3	"Statement of Work" dated June 2016
D-5	"Performance Schedule" dated June 2016
Exhibit E	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit F	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.11. "Non-Motorola Software" means Software that another party owns.

2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary

terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorola.com> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit E. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules,

payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$284,639.00. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass upon shipment to Customer. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever

occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.**

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days

after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and services performed.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this agreement and for a period of three (3) years from the expiration or termination of this agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this agreement; and (vi) only use the Confidential Information as needed to fulfill this agreement.

15.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of

this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement.

15.1.3. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Customer
Attn: _____	Attn: _____
_____	_____
fax: _____	fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for

protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Franklin Police Department ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT B

Payment Schedule

Except for a payment that is due on the Effective Date, Franklin Police Department (Customer) will make payments to Motorola Solutions, Inc. (Motorola) within thirty (30) days after the date of each invoice.

Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 25% of the Contract Price due upon contract execution;
- 60% of the Contract Price due upon shipment of equipment;
- 5% of the Contract Price due upon installation of equipment;
- 5% of the Contract Price upon system acceptance or start of beneficial use; and
- 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipment of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

EXHIBIT C

City of Franklin, WI - Agreement

AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and _____ (hereinafter "CONTRACTOR"), whose principal place of business is _____.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide consultation with respect to computing and imposing water impact fees on nonresidential land development;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for consultation with respect to computing and imposing water impact fees on nonresidential land development, as described in CONTRACTOR's proposal to CLIENT dated _____, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ _____], subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$ _____. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall

submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. _____ will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, _____ CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and

remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$3,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$10,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.

- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Exhibit F
System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

<p>APPROVAL</p> <p><i>Slw</i>  2</p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>7/19/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization for the Fire Chief and Director of Administration to finalize and execute a Memorandum of Understanding with the International Association of Fire Fighters, Local 2760, for the creation of a duty assignment of Fire Inspector and Authorization to reduce the "Fire Marshal" staffing authorization by one and to increase the "Paramedic/Firefighter" staffing authorization by one</p>	<p>ITEM NUMBER</p> <p><i>6.9.</i></p>

The individual assigned to the position of Fire Marshal retired March 2, 2016, and that position has been vacant since that time. The Fire Chief and local union (IAFF Local 2760) leadership have been meeting to prepare a Memorandum of Understanding to establish a duty assignment of Fire Inspector. The process is not yet complete; however, the Fire Chief believes it is necessary to get the duty assignment in place as soon as possible to ensure the City remains eligible to receive annual state revenues for fire inspections and to help control overtime costs.

Initially, following the retirement, the Chief anticipated restructuring the assignment of tasks performed by the Fire Marshal with the intent of focusing the duties on performing the annually required fire inspections and diverting construction permit and plan inspections to appropriate consultants. The State provides the City with approximately \$133,000 in revenue to perform these inspections which are referenced in the budget as "Fire Insurance Tax" fees (commonly referred to as "2% fees"). In doing so, the Chief's initial strategy was to create a new, non-sworn, civilian position to perform these tasks. The Personnel Committee previously recommended approval of a new job description. Before it was forwarded to the Common Council for consideration, the Chief reached out to the Union to confirm whether or not any union members would be interested in a duty assignment focusing on fire inspection on a 40-hour, 5-day per week basis, instead of the traditional work schedule per the contract.

The result is that the Chief and union leadership have been meeting to prepare a Memorandum of Understanding (MOU) to establish a duty assignment of Fire Inspector (instead of a separate civilian position). The position of Fire Marshal would no longer be used. The Fire Inspector would work in an internal Bureau of Fire Prevention and Education and could work on additional fire prevention and education goals secondarily to the priority of the necessary inspections. The memorandum is not yet completed as some technical corrections need to occur, some clarifications need to be incorporated, and some improved consistency with the existing labor contract needs to be considered and incorporated.

The process of initially creating a new job description and first drafts of the MOU simply took some time. Unfortunately, the Chief believes the need is pressing to implement such an MOU as soon as possible to ensure eligibility for the state revenue and to help control overtime costs (which have been used to help keep some of the inspections current). **Therefore, the Chief and Director of Administration (DOA) request authority to finalize and execute an MOU consistent with the plan discussed herein.** If given such authority, they will promptly work with Union leadership to complete the necessary details. In short, it doesn't seem possible to mutually complete the document by the July 19th meeting, but the Chief does not want to wait until the August 2nd meeting to implement the strategy and MOU.

It is worth noting that the MOU can't likely be completed by July 19th because the MOU has some complexity. The complexity primarily stems from the dichotomy between the labor contract focusing on the traditional 24-hour workday schedule and this position following a standard 8 hours per day, 5 days per week. Additionally, it needs to address certifications for inspection, requirements for retaining fire fighting and paramedic certifications, overtime and flextime considerations, and firefighting and EMS emergency support, for example. The intent is that the MOU will address using this duty assignment through the end of 2017 around which point it can be re-evaluated to ensure its efficacy and benefits to the organization. Despite this detail, the Chief and DOA are confident they can complete the matter to the satisfaction of the City and Department's needs.

In conjunction with authorizing execution of an MOU, the Common Council would need to authorize staffing levels that match the above discussed strategy. The budget document lists "Fire Marshal" as an authorized position, while the above strategy reduces the Fire Marshal authorization by one and increases the Paramedic/Firefighter position. The result is that the Fire Inspector role becomes a duty assignment given to a position that remains one of the Paramedic/Firefighter positions. It is worth noting that the Police and Fire Commission's recent hiring of three individuals, needed to combat the overtime pressures, included the position that effectively fills the FTE missing from the Fire Marshal's retirement and one other vacancy. [It also includes a temporary position to fill one of the long-term medical leave vacancies (10 months and 15 months) that is pressuring the department's overtime. Salary savings from the medical leave will continue to fully fund the use until such time that one of the positions becomes officially vacant.] **Therefore, the Common Council is requested to authorize reducing the "Fire Marshal" authorization by one and increasing the Paramedic/Firefighter position by one.**

The union leadership has been very supportive of this strategy and has been supportive of completing the MOU. They are also supportive of completing the process as soon as possible.

The matter is being presented to the Personnel Committee at their meeting of July 18th. The recommendation of the Personnel Committee will be reported to the Common Council.

COUNCIL ACTION REQUESTED

TWO MOTIONS ARE RECOMMENDED.

- 1) Motion to authorize the Fire Chief and Director of Administration to finalize and execute a Memorandum of Understanding with the International Association of Fire Fighters, Local 2760, for the creation of a duty assignment of Fire Inspector consistent with the plan discussed herein and in a form as determined jointly by the Fire Chief and Director of Administration.
- 2) Motion to authorize reducing the "Fire Marshal" staffing authorization by one and increasing the "Paramedic/Firefighter" staffing authorization by one.