

APPROVAL <i>slw</i> <i>pk</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Dec 17, 2019
	City of Franklin Audit Agreement between Baker Tilly LLP and the City of Franklin for audit of the 2019 annual financial statements	ITEM NUMBER <i>G, 12.</i>

By state statute, the City of Franklin is required to have a financial audit, which must be submitted to the Wisconsin Dept of Revenue by July 31 each year. The City engages an Audit firm to perform the audit annually.

There are several deliverables from this engagement including an auditor's opinion on the Comprehensive Annual Financial Report. This report is required to be posted to the Municipal Securities Rulemaking Board (MSRB) to comply with agreements connected to City Debt Offerings in the public debt markets. The auditors will report the findings of their work to the Finance Committee and the Common Council upon completion. They will provide several communications direct to the Common Council on any findings of material deficiencies in internal controls which aid in preparation of financial statements

To qualify for General Transportation Aids, the City is required to file an annual report reviewed by our auditors with the Dept of Revenue by May 15. This audit will include the required communication from our auditors for that annual report.

In the summer of 2016, a Request for Proposal was circulated to a group of qualified auditing firms. In September 2016, Baker Tilly was awarded the audit by Common Council Action with the recommendation of the Finance Committee.

The Baker Tilly LLP engagement letter for 2019 is a contractual agreement. The City Attorney is reviewing the 2019 agreement.

The amount of the estimated audit fees for the 2019 year has been included in 2019 budget. The fee is approximately \$40,850, allocated to multiple funds.

The Director of Finance is recommending approval of the agreement.

COUNCIL ACTION REQUESTED

Motion to direct the Mayor, City Clerk and Director of Finance & Treasurer to execute the Audit Agreement between Baker Tilly LLP and the City of Franklin for an audit of the 2019 annual financial statements subject to technical corrections by the City Attorney.



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December 9, 2019

Mr. Paul Rotzenberg
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Dear Mr. Rotzenberg

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as your auditors.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Franklin ("you" or "your").

Services and Related Report

We will audit the basic financial statements of the City of Franklin as of and for the year ended December 31, 2019, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Franklin with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Franklin, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

In order to perform the professional services outlined in this Engagement Letter, Baker Tilly requires access to information subject to Title II of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Federal law requires Baker Tilly to execute a Business Associate Agreement ("BA Agreement") prior to being granted this information. For your convenience, we have attached our firm standard BA Agreement for your review and signature as Addendum B. Please execute and return a copy with this Engagement Letter, keeping the original BA Agreement on file with your HIPAA compliance records.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

**Combining and Individual Fund Financial Statements
Budgetary Comparison Schedules
Schedules of Capital Assets Used in Governmental Activities**

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Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the City of Franklin's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Franklin's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited

Management's Discussion and Analysis
OPEB - related schedules
Pension - related schedules

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements, however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information

Introductory Section
Statistical Section

The Schedule of Reconciliation Between the Basic Financial Statements and the 2019 Financial Report Form C required by Tax 16 accompanying the financial statements will also be subject to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

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The audit will include obtaining an understanding of the City of Franklin and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures, (b) difficulties encountered in performing the audit, (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures, and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

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Management's Responsibilities

The City of Franklin's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the City of Franklin involving (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements, and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the City of Franklin received in communications from employees, former employees, analysts, grantors, regulators, or others.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any documentation that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP, (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed the reasons for such changes), and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Franklin complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

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Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the City of Franklin, is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Non-Attest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain non-attest services. For purposes of this letter, non-attest services include services that *Government Auditing Standards* refers to as non-audit services

Non-attest services that we will be providing are as follows:

- > Financial statement preparations
- > Adjusting journal entries
- > Compiled regulatory reports

None of these non-attest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*

We will not perform any management functions or make management decisions on your behalf with respect to any non-attest services we provide.

In connection with our performance of any non-attest services, you agree that you will

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the non-attest services we perform.
- > Accept responsibility for the results of our non-attest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the Public Service Commission Annual Report. See Addendum A attached, which is an integral part of this Engagement Letter.

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Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Franklin must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly Virchow Krause, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report Baker Tilly Virchow Krause, LLP, has also no performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the City of Franklin hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Franklin's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Franklin is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

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Our fees for services outlined in this letter are as follows

	<u>2019</u>
City	\$ 24,975
Water	4,350
Sewer	4,350
TIF Funds (5)	3,075
Form C	2,050
PSC Report	<u>2,050</u>
Total	<u>\$ 40,850</u>

The fees above are fixed and not-to-exceed amounts. They are based on the known facts and circumstances as noted in our proposal dated July 6, 2016. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. Our fees do include routine questions throughout the year fielded by Baker Tilly personnel. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision, and billing arrangements we use in connection with these professionals.

Any additional services that may be requested and we agree to provide will be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Franklin, unless otherwise prohibited. In the event we are requested by the City of Franklin or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Franklin, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

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Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Franklin, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the City of Franklin with any other services you may find necessary or desirable.

Legal Terms

In no event shall either party be liable for any punitive damages arising out of or related to this Engagement Letter, even if the other party has been advised of the possibility of such damages.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

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Insurance

Baker Tilly 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 \$2,000,000
- 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, Baker Tilly shall supply you 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 you by Baker Tilly, and naming you as an additional insured for General Liability.

Release

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, City of Franklin personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

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Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Baker Tilly Virchow Krause, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the City of Franklin and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Franklin's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws. The parties herein acknowledge that this contract is subject to the Wisconsin Open Records law

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We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Paul J. Frantz, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Paul J. Frantz is available at 414 777 5506, or at paul.frantz@bakertilly.com.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP



Enclosures

The services and terms as set forth in the Engagement Letter are agreed to by

Official's Name
Official's Signature
Title
Date

CONTRACT APPROVAL	
Mayor	Date
Director of Clerk Services/City Clerk	Date
Director of Finance & Treasurer	Date
City Attorney (as to form)	Date
Common Council Approval	Date

ADDENDUM A

We will perform the following services

1. We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the Franklin Municipal Water Utility, an enterprise fund of the City of Franklin, as of December 31, 2019 and 2018, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2019. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the City of Franklin, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our report on the Public Service Commission Annual Report of the City of Franklin is presently expected to read as follows

Management is responsible for the balance sheets of the Franklin Municipal Water Utility, an enterprise fund of the City of Franklin, as of December 31, 2019 and 2018, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2019 included in the accompany prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.

These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The City of Franklin's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

**ADDENDUM B
BUSINESS ASSOCIATE AGREEMENT
BETWEEN CITY OF FRANKLIN
and
BAKER TILLY VIRCHOW KRAUSE, LLP**

THIS BUSINESS ASSOCIATE AGREEMENT (BA Agreement) replaces previous business associate agreements between Baker Tilly Virchow Krause, LLP (Business Associate) and City of Franklin (Covered Entity) (each a "Party" and collectively the "Parties") and is effective on December 9, 2019 ("Effective Date").

1. PREAMBLE

Covered Entity and Business Associate enter into this BA Agreement to comply with the requirements of (i) the implementing regulations at 45 C.F.R. Parts 160, 162 and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification and Enforcement Rules (the Implementing Regulations)), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the HITECH Act) that are applicable to business associates and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules as issued on January 25, 2013, and effective March 26, 2013, (75 Fed. Reg. 5566 (Jan. 25, 2013)) (the Final Regulations). The Implementing Regulations, the HITECH Act and the Final Regulations are collectively referred to in this BA Agreement as the "HIPAA Requirements".

Covered Entity and Business Associate agree to incorporate into this BA Agreement any regulations issued by the U.S. Department of Health and Human Services (DHHS) with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

(a) "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.

(b) "Business Associate Subcontractor" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.

(c) "Electronic PHI" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.

(d) "Limited Data Set" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers or household members of the individual:

- (i) Names,
- (ii) Postal address information, other than town or city, State and zip code,
- (iii) Telephone numbers,
- (iv) Fax numbers,
- (v) Electronic mail addresses,
- (vi) Social security numbers,

- (vii) Medical record numbers,
- (viii) Health plan beneficiary numbers,
- (ix) Account numbers,
- (x) Certificate/license numbers,
- (xi) Vehicle identifiers and serial numbers, including license plate numbers,
- (xii) Device identifiers and serial numbers,
- (xiii) Web Universal Resource Locators (URLs),
- (xiv) Internet Protocol (IP) address numbers,
- (xv) Biometric identifiers, including finger and voice prints, and
- (xvi) Full face photographic images and any comparable images.

(e) "Protected Health Information" or "PHI" shall mean, as defined in 45 C.F.R § 160 103, information created or received by a Health Care Provider, Health Plan, employer or Health Care Clearinghouse, that (i) relates to the past, present or future physical or mental health or condition of an individual, provision of health care to the individual or the past, present or future payment for provision of health care to the individual, (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this BA Agreement shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified

(f) "Security Incident" shall mean, as defined in 45 C F.R. § 164 304, the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

(g) "Unsecured Protected Health Information" shall mean, as defined in 45 C F.R § 164.402, Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

(h) All other capitalized terms used in this BA Agreement shall have the meanings set forth in the applicable definitions under the HIPAA Requirements

3. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this BA Agreement and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence

(b) Where provisions of this BA Agreement are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this BA Agreement shall control.

(c) Except as expressly provided in the HIPAA Requirements or this BA Agreement, this BA Agreement does not create any rights in third parties.

4. SPECIFIC REQUIREMENTS

(a) **Flow-Down of Obligations to Business Associate Subcontractors.** Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that (i) requires them to comply with the Privacy and Security Rule provisions of this BA Agreement in the same manner as required of Business Associate and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) **Privacy of Protected Health Information**

(i) **Permitted Uses and Disclosures of PHI.** Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this BA Agreement or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Engagement Letter and this BA Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this BA Agreement, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(d)(ii) below.

(2) Business Associate shall establish, implement and maintain appropriate safeguards and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this BA Agreement.

(ii) **Business Associate Obligations.** As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if

(1) the use relates to (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate or (2) data aggregation services relating to the health care operations of the Covered Entity or

(2) the disclosure of information received in such capacity will be made in connection with a function, responsibility or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any Breaches of confidentiality.

(iii) **Minimum Necessary Standard and Creation of Limited Data Set.** Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Engagement Letter and this BA Agreement, Business Associate agrees to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.

(iv) Access. In accordance with 45 C.F.R. § 164 524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(v) Disclosure Accounting Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R § 164 528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.

(vi) Amendment. Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F R § 164.526 of the HIPAA Requirements

(vii) Right to Request Restrictions on the Disclosure of PHI and Confidential Communications. If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) Return or Destruction of PHI Upon the termination or expiration of the Engagement Letter or this BA Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies) or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this BA Agreement and of the HIPAA Requirements to the PHI and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

(ix) Availability of Books and Records. Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books and records relating to the use and disclosure of PHI in connection with this BA Agreement.

(x) Termination for Breach

(1) Business Associate agrees that Covered Entity shall have the right to terminate this BA Agreement or seek other remedies if Business Associate violates a material term of this BA Agreement.

(2) Covered Entity agrees that Business Associate shall have the right to terminate this BA Agreement or seek other remedies if Covered Entity violates a material term of this BA Agreement

(c) Information and Security Standards

(i) Business Associate will develop, document, implement, maintain and use appropriate Administrative, Technical and Physical Safeguards to preserve the Integrity, Confidentiality and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity

(ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.

(iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall

(1) Implement Administrative, Physical and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity and Availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements,

(2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI,

(3) Report to Covered Entity any unauthorized access, use, disclosure, modification or destruction of PHI (including Electronic PHI) not permitted by this BA Agreement, applicable law or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(d)(iii)(1),

(4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line or malware such as worms or viruses) ("Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(d)(iii)(2),

(5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI,

(6) Permit termination of this BA Agreement if the Covered Entity determines that Business Associate has violated a material term of this BA Agreement with respect to Business Associate's security obligations and Business Associate is unable to cure the violation, and

(7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(d) Notice and Reporting Obligations of Business Associate

(i) Notice of Non-Compliance with the BA Agreement. Business Associate will notify Covered Entity within 30 calendar days after discovery, any unauthorized access, use, disclosure, modification or destruction of PHI (including any successful Security Incident) that is not permitted by this BA Agreement, by applicable law or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.

(ii) Notice of Breach. Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 30 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

(1) As provided for in 45 C.F.R. § 164 402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

(2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) Reporting Obligations.

(1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such non-permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will

- a. Identify (if known) each individual whose Unsecured Protected Health Information has been or is reasonably believed by Business Associate to have been accessed, acquired or disclosed,
- b. Identify the nature of the non-permitted access, use or disclosure including the date of the incident and the date of discovery,
- c. Identify the PHI accessed, used or disclosed (e.g , name, social security number, date of birth),
- d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses or disclosures,
- e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure, and
- f. Provide such other information, including a written report, as the Covered Entity may reasonably request

(2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that:

- a. identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4),
- b. indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts and
- c. if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

(iv) Termination.

(1) Covered Entity and Business Associate each will have the right to terminate this BA Agreement if the other Party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this BA Agreement and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

(2) If Business Associate or Covered Entity fail to cure the material breach or end the violation after the other Party's notice, Covered Entity or Business Associate (as applicable) may terminate this BA Agreement by providing Business Associate or Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice

(v) Continuing Privacy and Security Obligations. Business Associate's and Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained or transmitted in connection with services to be provided under the Engagement Letter and this BA Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of this BA Agreement or the Engagement Letter. Business Associate's other obligations and rights, and Covered Entity's obligations and rights upon termination, cancellation, expiration or other conclusion of this BA Agreement, are those set forth in this BA Agreement and/or the Engagement Letter.

IN WITNESS WHEREOF, the Parties have signed this BA Agreement on the dates indicated below

BAKER TILLY VIRCHOW KRAUSE, LLP

CITY OF FRANKLIN



By _____
Signature

By _____
Signature

Paul Frantz
Print Name

Print Name

Title Partner

Title

Date Signed December 10, 2019

Date Signed

CONTRACT APPROVAL	
Mayor	Date
Director of Clerk Services/City Clerk	Date
Director of Finance & Treasurer	Date
City Attorney (as to form)	Date
Common Council Approval	Date

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	ALLOW DPW TO PURCHASE VARIOUS LED LIGHTING SUPPLIES WITH UNSPENT 2019 LIGHTING FUNDS	ITEM NO. <i>G, 13,</i>

BACKGROUND

The Department of Public Works is requesting Council approval to utilize remaining funds in the existing Street Lighting accounts to purchase up to \$40,000.00 of LED street lights.

ANALYSIS

The LED street lights will be used for replacement of current street lighting, to be replaced as needed and staffing allows. The recent intersection improvements at S. 76th Street and W. Rawson Avenue caused DPW to use up a significant amount of spare materials.

LED street lights will increase lifespan and light quality, and decrease electricity and maintenance costs. Staff has measured LED lighting to reduce electrical use by approximately 85%. The equipment will include poles, fixtures, bulbs, wiring, and various other appurtenances.

OPTIONS

- A. Authorize Staff to solicit and purchase various LED lighting equipment using unspent 2019 funds; or
- B. Provide further direction to staff.

FISCAL NOTE

There are approximately \$40,000 of unused 2019 Street Lighting appropriations available for this project.

RECOMMENDATIONS

(Option A) Authorize Staff to solicit and purchase various LED lighting equipment using unspent 2019 funds.

Engineering Department: GEM

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<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE December 17, 2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Carry Over Remaining 2019 Economic Development Non-Personnel Funds to 2020 for Anticipated 2020 Activities</p>	<p>ITEM NUMBER <i>G.14.</i></p>

The Economic Development Department is requesting two budget carry-forwards for two specific purposes in 2020:

- 1) **Marketing.** The Economic Development Commission (EDC) is in the process of setting up a 2020 Marketing Plan and has reviewed a proposed slate of potential projects and activities, as shown in the proposal provided by THIEL Brand Design. As the EDC researches the various options and opportunities, a robust plan will require more funding than what is available to the EDC in total non-personnel budget line items in either the remaining 2019 available funds or 2020 available funds. The EDC is, therefore, requesting that the Common Council allow the EDC to carry forward up to \$15,000 from the 2019 funds into the 2020 Marketing Services fund. Combined with the 2020 Marketing Services approved budget of \$8,000, this will allow the EDC and Common Council to select activities to execute in 2020.

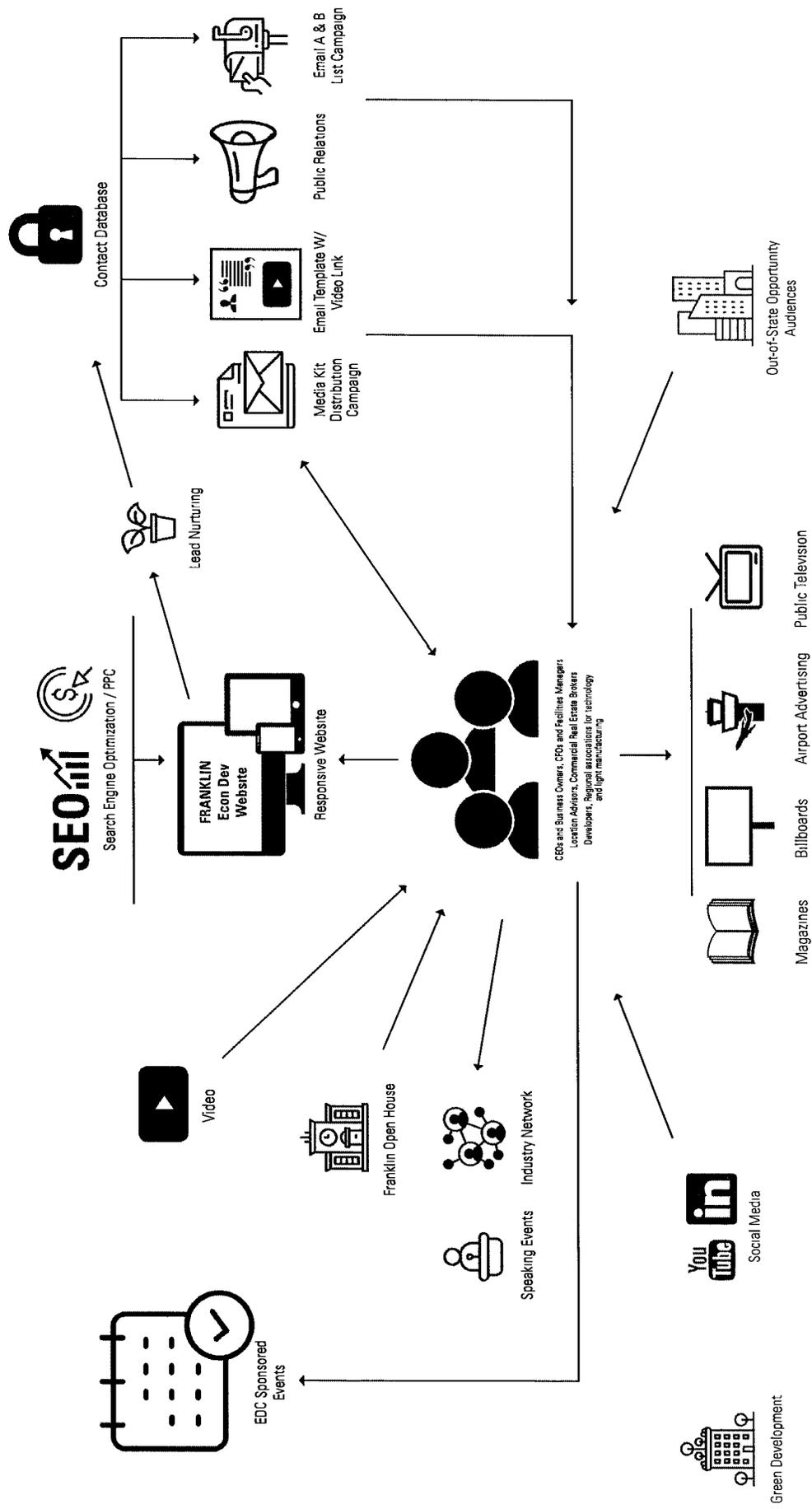
- 2) **Professional Services for UDO Upgrade.** The EDC has determined that the UDO, as a significant tool of and impact to successful economic development planning and activity, needs to be updated to be more effective and easier for the business community to understand and apply. The EDC would like to see the processes for moving business projects through Community Development streamlined, simplified, and documented to reflect an updated UDO and to assist staff and stakeholders involved in development to be more accurate and efficient in how projects move through the process. The EDC would like to carry forward up to \$20,000 from 2019 non-personnel budget line items to the 2020 budget and would then match the carry-forward with an additional \$20,000 from the 2020 budget in order to contribute \$40,000 towards a UDO upgrade.

COUNCIL ACTION REQUESTED

Motion to support the carryover of 2019 marketing and professional services funding in the Economic Development Department for a total amount not-to-exceed \$35,000 and to direct the Director of Finance and Treasurer to bring forth a budget modification for such purpose.



City of Franklin Economic Development Marketing System





City of Franklin Economic Development Marketing Elements



Economic Development Website

Links with Economic Development Department on FranklinWI.gov
 Facts & figures about Franklin Economic Development
 EDC sponsored events – schedule & enrollment
 Video – drone flyovers / business owners testimonials
 Social media plug-ins (LinkedIn, YouTube)
 Contact form
 Optimizing search visibility for organic SEO growth
 Link to Tourism Website
 CTA – Contact Calli Berg



Media Kit

Handout / Mailable / Emailable
 Tell the Franklin Wisconsin advantage story
 Send to developers or business owners looking to expand or relocate
 For Calli to have in hand as she does personal visits to developers



Mail & Email Campaign to "A list" targets

Distribute to select commercial real estate developers
 commercial real estate brokers and business leaders in
 the Midwest and opportunity states utilizing Media Kit



EDC Sponsored Events - MBJ

Economic Forecast Luncheon – 1/9
 Focus on Manufacturing Breakfast – Feb. TBD
 Real Estate Awards – 4/30
 Fastest Growing Firms – 8/7
 Business of Growing Milwaukee – 9/18
 Host a CEO Roundtable



Paid Advertising

Local Business Magazines
 – Biz Times, Milwaukee Business Journal
 Airport- co-op with current Franklin businesses
 Billboard



Contact Database

Populate a database by gathering contact information via
 Economic Development Website



Public Television

Pitch the topic: Franklin Wisconsin moving forward with
 a vision to be green



Speaking Events

Topic: Franklin Wisconsin moving forward with a vision to
 be green
 Venues such as Wisconsin Manufacturers & Commerce
 events and regional associations of technology and light
 manufacturing



PPT Presentation

Support speaking events and use with business owners
 and developers



Video

Drone footage that shows "The Space to Be" including
 business parks with overlay map identifying developable
 land testimonials from developers and business owners
 from within business parks and owners who have located
 in Franklin



Social Branding & Page Creation

Leverage area influencers real estate stake holders, city
 officials business leaders
 LinkedIn news updates and job board
 YouTube for video hosting



Lead Nurturing

Personal follow-up and romancing by Calli Berg
 Mayor Olson, Aldermen Business Owners and Franklin
 Ambassadors.



Industry Networking

Build a network of industry leaders business owners and related
 organizations. Creating brand ambassadors using local business
 owners in our target industries. Use this network to distribute our
 media kit through multiple mediums and channels



Email Campaign to "B list" targets

Targeting light manufacturing technology companies and select
 businesses utilizing media kit

Email Template

Franklin branded



Public Relations

Facilitate free advertising opportunities with
 - Press releases/TV coverage
 Business publication articles
 Ground breaking/deal closures



Digital Marketing - PPC

Pay-Per-Click focused targeting by job titles and industry Running
 display ads



Franklin Citizens Open House

Explain the goals and objectives of the Economic Development
 Commission Detail who what when where and a general sense of
 how Utilize PPT presentation and drone footage



Green Development

Promote Green Development
 Offer access to a preferred green financier (PACE Equity)
 Apply for awards in green development categories.

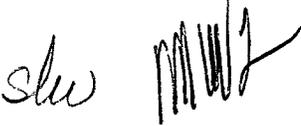


City of Franklin Economic Development Marketing Budget Estimates



	"The Space to Be" Campaign Creative Creative development - THIEL	\$8,000		Print Paid Advertising Campaign <i>Milwaukee Business Journal</i> Full-page ad 6x (\$7,100 each) <i>BIZ Times</i> Full-page ad 6x (\$7,995 each)	\$42,600 \$47,970
	Events: 2020 Main Sponsorship Opportunities Economic Forecast Luncheon – January 9 Focus on Manufacturing Breakfast – February TBD Real Estate Awards – 4/30 Fastest Growing Firms – 8/7 Business of Growing Milwaukee – 9/18 Host a CEO Roundtable	\$9,000 \$15,000 Per Event		Billboard Advertising Campaign * Creative development Placement (6 months).	\$5,000 \$30,000
	Website for EDC Planning Design, copywriting and development (TBD by the plan)	\$5,000 \$15,000 \$25,000		Social Branding & Page Creation <i>YouTube & LinkedIn</i> Initial Page Creative Bio Banner and profile pictures about us, first post Management 12 designed graphics / 3 month campaign	\$800 \$2,000
	Media Kit Concepting, copywriting & design Printing & Postage (1500 quantity)	\$5,000 \$12,000 \$17,000		Mail & Email A-list Campaign Planning & execution using media kit, ad reporting Account creation & integration to database	\$4,500
	Video Concepting, script writing, art direction, editing, graphics	\$5,000 \$9,000		Email B-list Marketing Campaign Create template Plan & administration (write/design each edition)	\$800 \$3,500
	Franklin Open House * Sponsorship by current Franklin Businesses Promote via email and Calli visits (planning & email) Invitation mailers and emails. Concepting, planning, writing, designing Printing & postage	\$1,200 \$3,000 - \$4,000 \$4,000 \$5,000		PR / TV / Speaking Events Planning & Coordination PPT presentation	\$5,000 \$5,000
	EDC Blogs and SEO Research, copywriting, administration THIEL written for guest bloggers	\$4,000/year		Economic Development Management THIEL Brand Design Management/execution media buys administration and quarterly reporting Four meetings with EDC Coordination with Calli Berg	\$2,000/month
	Pay Per Click Advertising Campaign Management & ad spend Planning and display ad creation (3)	\$2,000/month \$5,000			

*Does not include cost of printing and/or production

<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/17/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Request to Carry Forward 2019 Appropriations in the Inspection Services Department, Reflecting Unused Special Appropriations Previously Authorized for Supplemental Services</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.15,</p>

At the meeting of April 1, 2019, the Common Council approved a budget modification appropriating 2018 net revenues of \$78,362 into the Personnel Services Appropriation Unit of Inspection Services. The intent, as approved, was described, in part, as follows:

“Building Inspection: Building Inspection would hire limited-term temporary employees for the Director of Inspection Services to use and assign as needed. Essentially this means that the City would bring on to the payroll various, appropriately-licensed, commonly-retired individuals to supplement our response. The Director has access to individuals willing to do the work on such a part-time, on-call basis. This will give great flexibility to address peak demands and short-term absences (vacations and training). The City has historically used (and is currently using) such individuals on a very limited, informal contract basis, but it will be better to bring them on as employees. As employees, any workers compensation and liability issues are more clearly addressed. Since these individuals will typically be highly experienced individuals who may expect to be paid at or near the top of the range for such on call services, included in this recommended plan is the Common Council’s authorization for the Mayor and Director of Administration to approve hourly rates that exceed the market rate (meaning within the top 35% of the approved pay range) for these individuals, where appropriate. Additionally, if approved as presented the Common Council should anticipate that the Director of Inspection Services, subject to oversight by the Director of Administration, may approve certain travel time, such as reporting to work or a work site, as hours of service. This is commonly expected for such short-term services, and will be considered on a case-by-case basis by the Director of Inspection Services.”

The appropriation was also able to be used for increased overtime demand for current full-time employees.

It was approved because of the following:

“The City of Franklin is experiencing a surge in development activity which is not expected to lighten up in the near term...At the same time, Inspection Services is feeling the same pressure which will continue for many months beyond each project approval, given the length of the Building construction process.”

Many of these projects are still underway or still pending approval, while the City is actively pursuing multiple substantial developments across the City. Since much of the work remains, Staff recommends carrying forward any unused portion of the previously approved amount to the 2020 budget so that it can be used during 2020 for the same purpose and same manner as previously approved.

COUNCIL ACTION REQUESTED

Motion to recommend carrying forward the available Personnel Services appropriations within the Inspection Services Department, not to exceed \$78,362, and directing the Director of Finance and Treasurer to prepare a 2020 Budget modification for consideration.

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<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;">12/17/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Planning Department Changes to Pursue Unified Development Ordinance, Comprehensive Master Plan, and Development Process Changes</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G, 16,</i></p>

There have been many calls for more than a decade that the Unified Development Ordinance (UDO) needs to be overhauled. The UDO seems to continue to be considered an obstacle to strategic and timely review of development proposals. Individuals sometimes argue that Franklin is a difficult to place to develop, and the impact of the UDO is arguably at the foundation of that concern. Given the magnitude of the development underway and the significant amount of plans and TIF districts under consideration, it is time to address the UDO.

Although the 2020 budget did not address the issue, it is not too late to decide to address this issue as a top priority if the Common Council decided to do so. Funding will be addressed at the end of this sheet following a summary of action steps that can be taken.

The discussion on overhauling the UDO and “fixing” our development process invariably focuses on the use of contracted professional services to delve into the details of such an endeavor. When the last Comprehensive Master Plan update was performed, the consultant’s contract was in excess of \$200,000. Any UDO revision would be of similar size and complexity. It is proposed that the strategy be reimagined to take advantage of existing staff expertise and experience with our UDO. The best individual to guide the City through an in-depth re-creation of its development and zoning ordinances is likely the individual that knows them the best and knows all of the issues, dilemmas, and conflicts that have occurred in the day-to-day implementation of the UDO.

On its face, the strategy is simple and involves just two steps, summarized below.

1. Reclassify the current Planning Manager as a “Planning Director” which would be one grade higher than currently placed. The Planning Director would focus on directing the strategic review of the City’s ordinances and processes related to development. Although still responsible for the entire Planning Department, this strategic organizational view would become the individual’s primary responsibility. Regular day-to-day involvement in plan reviews would no longer be primary. (Note: During the transition period and while the current backlog exists, the Planning Director would likely still perform plan reviews up to half time.) As it is a massive undertaking, there may still need to be some professional services support to aspects of the Director’s work, but the Director will still lead the approach and guide the process of overhauling the UDO, which would then move on to other important roles such as updating the Comprehensive Master Plan, revising the sign ordinance, addressing Natural Resource Protection Plan issues, etc.

2. Hire a new Planning Manager. That individual will take responsibility for plan reviews and application processing. Without the other broader duties associated with a department head’s duties, the new Planning Manager would likely have more hours in a week to focus on processing plans and applications. This person would take the lead at Plan Commission and Common Council relative to plan and application reviews.

Obviously, there are some details that likely need to be considered, two of which are summarized below:

- A. The Planning Director and Planning Manager will likely need to be provided with an employment agreement that provides some significant level of severance (example 4 months) should the City change its mind, alter course, and eliminate a position. To retain or obtain qualified individuals will likely require that the Common Council exhibit a commitment to the approach, which is something a severance clause shows an employee.

B. Funding. This approach is not in the 2020 budget, so a budget modification would be necessary. The best and easiest approach; however, is to look to the General Fund. The General Fund is expected to see a significance fund balance increase when 2019 closes, well more than enough to fund the addition of the position for 2020. A budget modification could be approved to re-appropriating into 2020 resources that will fall to the bottom-line at the end of 2019. (An offsetting reduction in Restricted Contingency would be needed to stay below the expenditure restraint level.) The priority would then be addressed next during the 2021 budget process where the Common Council, for example, could determine to use more of the land fill siting revenues for increased operations costs. Other alternatives for funding or partial funding could be considered as well. For example, elsewhere on this agenda is a proposal that asks to pool \$40,000 of appropriations for revision to the UDO. That money could be diverted. The 2020 budget added funding for a support position for the Department of Administration. If the Common Council views the revision of the UDO and the development process as a priority, that position funding could be diverted to this cause.

It is important to recognize that in establishing a position with the charge to “go fix the UDO,” neither the Plan Commission nor Common Council is giving up their roles in the process. The Common Council will retain all of their rights to establish the terms and language of the UDO. The Planning Director will simply provide the options, recommendations, and solutions. The Council will decide if they like those solutions and strategies or if the Planning Director needs to slightly change direction, go back to the drawing board, or simply add (or remove) addition details.

COUNCIL ACTION REQUESTED

Motion to direct staff to prepare a job description for Planning Director, to prepare additional implementation plan details and a budget modification for consideration at the meeting of January 7, 2020, and to begin the process of advertising and hiring for the position of Planning Manager.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2019
REPORTS & RECOMMENDATIONS	Authorization to Purchase Exchange Server Licenses and SQL Server Licenses from the Information Services Capital Outlay Fund	ITEM NUMBER <i>6.17.</i>

Within the 2019 Capital Outlay Fund for Information Services, \$19,373 was encumbered for Microsoft Exchange 2019 server licenses, while \$14,000 was allocated for purchasing new SQL 2019 licenses for both City Hall and the Police Department. Although new Microsoft Exchange and SQL servers will not be built until the first quarter of 2020, it is recommended that Microsoft licenses be purchased at this point in order to avoid upcoming price increases. Microsoft licenses are obtained from CDW-G under a State of Wisconsin negotiated contract, and it is highly likely that an increase in pricing will be incurred when the State renegotiates the contract in 2020.

In order to migrate from Exchange 2010 to 2019, all desktop computers need to be upgraded to Office 2019. Outlook 2019 is required in order to run the newest version of the Exchange 2019. All desktop Windows 10 and Office 2019 upgrades will be completed prior to the upgrade of the email server software.

Microsoft SQL 2008 must be upgraded at City Hall in order for ESRI ArcGIS to be upgraded to the latest version. It is very likely that a newer version of Microsoft SQL will be needed for the implementation of planned Enterprise Resource Planning upgrades with BS&A (which is a 2020 budgeted project). At the Police Department, a new version of SQL is being reserved for future upgrades to Pro Phoenix 2020. Pro Phoenix 2020 is required in order to run the Tellus CAD-to-CAD relay software being requested by Milwaukee County Office of Emergency Management. New SQL servers will be built in the first quarter of 2020, when a planned memory upgrade of the VMWare servers is complete. Purchasing of SQL licenses now allows for the purchase of SQL Server 2019, which was just recently released.

Planned license expenditures on a per project basis are as follows:

Exchange Email Server Upgrade - Exchange 2019: \$18,310.64

License	Price	Qty	Subtotal
Exchange Server 2019 Server License	\$503.16	2	\$1,006.32
Exchange Server 2019 User CAL - Standard	62.64	275	17,226.00
Exchange Server 2019 User CAL - Enterprise	39.16	2	78.32
Grand Total			\$18,310.64

SQL 2019 Server Upgrade - City Hall & Police Department: \$13,896

License	Price	Qty	Subtotal
MS SQL Server 2019 Standard-2 Cores (City Hall)	\$2,316	3	\$6,948
MS SQL Server 2019 Standard-2 Cores (Police Dept)	2,316	3	6,948
Grand Total			\$13,896

COUNCIL ACTION REQUESTED

Motion to authorize the purchase of 2019 Exchange server licenses for \$18,310.64 and 2019 SQL server licenses for \$13,896 through CDW-G via the State of Wisconsin negotiated contract for upcoming projects to be completed next quarter, for a total Information Services Capital Outlay expenditure of \$32,206.64.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2019
REPORTS & RECOMMENDATIONS	Information Technology Services Agreement with Heartland Business Systems (HBS)	ITEM NUMBER <i>G,18.</i>

Attached is a contract for services with Heartland Business Systems, LLC (HBS) to continue their provision of information technology services for the City of Franklin for the year 2020. This contract mirrors the 2019 contract, which format was significantly updated at that time to reflect current operations.

HBS has been a valued contractor that has grown with the City during our period of substantial enhancements ever since hiring IS Director Jim Matelski. They have been responsive and continue to engage the City in all aspects of technology related efforts. They have also competed for numerous capital projects, winning some and losing numerous others over recent years (which helps to keep their pencil sharp). Our current HBS Account Manager, Greg Borchard, has remained attentive and is very proactive and responsive. They have also been very useful in trouble shooting and helping to identify strategies and approaches to operational issues.

HBS is a large, Wisconsin-based IT services firm that has a broad range of specialists that are accessible to the City (and Jim Matelski specifically) through the contract. The contract primarily covers two general areas. First, it covers the two full-time independent contractors that they provide on-site, serving in a dual technician service capacity. One primarily covers City Hall and Fire Department help desk type tasks and station set ups. The second focuses on similar issues and network tasks at the Police Department. This function is the vast majority of the contract.

The second primary area is the authority for individual Statements of Work (SOWs). SOWs give Jim access to the other technical support individuals/specialists identified at the end of the contract for a particular problem or project at a defined rate. For example, the City can acquire a block of time for a Database Administrator to resolve a problem occurring with a SQL database, should one occur. The responsiveness of the structure allows immediate response to technical problems and is essential to ongoing operations. The contract, therefore, continues to enable the Director of Administration (DOA) to execute a SOW that then is subject to all of the terms and conditions of the contract. The DOA's authority in this regard is, of course, limited to available appropriations, which itemized portions are allocated to Information Services (\$137,000) and the Police Department (\$115,000).

HBS is proposing a \$1.50/hour across-the-board increase for 2020. This would put the pricing for the core services at \$57.23 per hour (a 2.7% increase) which remains under market rates for on-site IT support. The Technology Commission has consistently supported continuing to work with HBS based upon their performance and upon their low rates. The 2020 budget has sufficient appropriations and anticipated such a rate increase for 2020.

One strength of the contract remains a 30-day termination notice period. If they ever begin to fail to perform or the City determines to head off in a different direction, the City has a lot of flexibility to do so.

The Director of Administration and Information Services Director recommend approval.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute the Heartland Business Systems, LLC, Information Technology Services Agreement for the year 2020.

HEARTLAND BUSINESS SYSTEMS, LLC
INFORMATION TECHNOLOGY SERVICES AGREEMENT

CUSTOMER: City of Franklin, Wisconsin
(hereafter referred to as
"CITY")

PROJECT: Information Technology
Services

PREAMBLE

Heartland Business Systems, LLC (hereafter referred to as HBS) and CITY mutually enter into a contract providing for HBS to provide certain Information Technology Services to CITY.

Therefore, the parties agree that this contract shall serve as the stipulation of the services, service levels, pricing, and other such terms as mutually agreed to between HBS and the CITY; the acceptance by HBS of all the terms and conditions included and incorporated herein; and the establishment of a contract between the CITY and HBS.

CITY NEEDS

The CITY needs technical services with respect to its Local Area Network ("LAN"), Wide Area Network ("WAN"), desktop support, communications systems, and Information Technology ("IT") functions. Specifically, the CITY has a need for regularly scheduled on-site technical support and such additional technical support as requested, on an on-call basis and on a scheduled part time basis with respect to the CITY'S LAN and WAN.

DESCRIPTION OF SERVICES

HBS will provide qualified technical personnel as necessary to complete designated objectives agreed upon with CITY. The appropriate service records will be provided to the CITY for each visit.

1. **On-Site Staffing Support – Full-time** as defined in attached Schedule A. HBS will provide two onsite IT Technicians to provide IT support to CITY'S staff with respect to the software and hardware utilized in the CITY's technology infrastructure including the work stations and printers connected to CITY'S LAN and WAN and communications systems. Each onsite Technician will be available on Monday through Friday, as requested by the CITY, and as mutually scheduled, averaging 40 hours per week and 50 weeks per year, except on days and for weeks when the CITY'S offices are closed and on regularly scheduled holidays of the CITY. Each onsite Technician will be available to work non-scheduled hours, as mutually agreeable between HBS and the CITY and if such non-scheduled hours would result in an individual Technician working more than 40 hours in any particular Monday through Friday work week, the Technician will be allowed a reduction in the regularly scheduled hours for such week such that the total hours worked during such week by the Technician will not exceed 40 hours, unless otherwise mutually agreed to.
 - On-Site Staffing Support – Full-time resources must ensure that request for time-off does not conflict with the work scheduled by the CITY prior to obtaining

approval from the resources HBS Team Lead. [Note: Requesting and obtaining such approval shall not be construed as evidence of employment by the CITY.]

- Any billable time in excess of 40 hours required by the CITY will be billed at 1.5x standard bill rate, as stated in Schedule A. Billable time in excess of 40 hours will require written approval from the CITY to HBS.

2. **Non-On-Site Staffing Support.**

HBS will provide support services at CITY'S request. These support services will require a signed Statement of Work (SOW) specifying services required and maximum "not to exceed" amount based on billing rate as specified in Schedule A (attached) or amount mutually agreed upon for services not specified in Schedule A.

3. **Account Manager Support.**

Except as otherwise mutually agreed by the parties in writing, HBS, at no additional cost, will provide Account Manager services as determined necessary by HBS, including attendance at a twice-monthly status meeting.

TERMS AND CONDITIONS

1. SCOPE

On-Site Staffing Support – Full-time. HBS will provide services as provided in Appendix A and in the "Description of Services."

Non-On-Site Staffing Support– HBS will provide services as specified in a SOW approved by CITY. The Director of Administration shall have the authority to sign a Statement of Work on behalf of the CITY.

2. TERM OF AGREEMENT

This Agreement shall commence effective January 1, ~~2019~~2020 and cover a period including all of calendar year ~~2019~~2020 and shall continue thereafter on a month-to-month basis until such time that the Agreement is terminated, as provided for herein, or modified or extended by a separate, future agreement.

3. PLACE OF SERVICE

Services provided for herein will be performed at the various CITY properties and facilities, unless otherwise agreed to in writing by the parties.

4. LIABILITY FOR SERVICES

CITY is relying upon HBS's expertise in the provision of services, materials, and products under this Agreement, and HBS warrants that it will provide such services, in a professional, timely, and efficient manner and as would a reasonable and prudent provider in the computer and related technology services industry in the Southeastern Wisconsin area. Any limitation of liability may be made subject to required insurance coverages. HBS shall serve as CITY's professional representative in matters to which this Agreement applies. HBS is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.

5. INDEMNIFICATION

- A. To the fullest extent permitted by law, HBS shall indemnify and hold harmless CITY, CITY's officers, directors, partners, and employees from and against costs, losses, and direct damages (including but not limited to reasonable fees and charges attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of HBS or HBS's officers, directors, partners, employees, and consultants in the performance of HBS's services under this Agreement. However, under no circumstances shall HBS's total aggregate liability for indemnification and defense under this Agreement exceed the total amount that CITY has paid HBS pursuant to this Agreement during the twenty-four (24) month period immediately preceding the date on which the cause of action arose.
- B. To the fullest extent permitted by law, CITY shall indemnify and hold harmless HBS, HBS'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 CITY or CITY officers, directors, partners, employees, and consultants with respect to this Agreement.
- C. To the fullest extent permitted by law, HBS's total liability to CITY and anyone claiming by, through, or under CITY for any injuries, losses, damages and expenses caused in part by the negligence of HBS and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that HBS's negligence bears to the total negligence of CITY, HBS, and all other negligent entities and individuals.
- D. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality, CITY, or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality, CITY or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

6. NON-SOLICITATION OF EMPLOYMENT

HBS and CITY agree not to offer, promise, or engage in employment with personnel and/or contractors from the staff of the other for a period of ONE (1) year from the completion of the assignment and/or during the time that the assignment is in progress. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CLIENT's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin, provided that the CITY has not directly or indirectly solicited the individual for employment with the CITY.

7. ASSIGNMENT/SUBCONTRACTORS

This Agreement shall not be assigned by either party without the express written consent of the other party. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their successors and permitted assigns. HBS agrees not to subcontract any of the Services without the prior written approval of the CITY, which shall not be unreasonably withheld.

8. TERMINATION/CANCELLATION

- A. The Agreement may be canceled by either party, for any reason, upon submission of a 30-day written notice of termination to the other party. HBS shall be responsible for continuation of services during the termination notice period, and the CITY shall be responsible for payment for services performed according to the Agreement during the termination period.
- B. This Agreement may be terminated, at any time, by the mutual agreement of the CITY and HBS.

9. HARDWARE AND SOFTWARE PURCHASES

Any sales, excise, duty or other tax or fee imposed by any government authority on the Services shall be the responsibility of CITY. HBS and CITY agree to use their best efforts to allow CITY to make all hardware and software purchases directly if such direct purchases will allow for a reduction in cost and/or sales taxes to be paid by CITY.

- A. **WARRANTY.** Any hardware, software, or parts may be subject to a warranty made by the manufacturer or other third party to CITY and, if so, the terms and conditions of such warranty are embodied in other documents. CITY acknowledges that HBS is not a party to any such warranty, and that any rights or remedies that CITY may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against HBS. HBS **MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER (“Hardware and Software Purchases”).** CITY **ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY HBS WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
- B. **ACCEPTANCE OF PRODUCTS.** CITY shall be deemed to have irrevocably accepted the products and services sold hereunder if CITY has not given to HBS a written notice of rejection, describing the basis for rejection, within 10 business days after delivery, which time period for individual instances may be extended by written agreement of the parties.

10. EXTENSION

This Agreement may be extended by an agreement signed by both parties. The price for Services during any extension period shall be the HBS standard price at the time of extension, unless otherwise mutually agreed to in writing.

11. RECORDS RETENTION

HBS 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 HBS to CITY for inspection and copying upon request.

12. MISCELLANEOUS PROVISIONS

- A. **Professionalism:** The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons

providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by HBS under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: HBS warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. HBS warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to HBS. Upon receipt of such notification, a CITY review and written approval is required for HBS to continue to perform work under this Agreement. Additionally, HBS shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.
- D. Warranty as to Proper Licensing. CITY warrants and represents to HBS that it possesses a proper license for all software being used by CITY and shall hold HBS harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software. In addition, HBS shall possess a proper license for any software that HBS utilizes in the CITY's network or environment.
- E. Excluded Equipment. HBS may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
- F. CITY's Responsibility. CITY shall use its best efforts to cooperate with HBS in connection with HBS's carrying out its duties hereunder, and CITY shall refrain from any act or omission that could frustrate HBS's performance. In that regard, but not by way of limitation, CITY shall designate the internal chain of command for each location at which services are expected to be rendered under this agreement, with full authority to act for CITY in the event that CITY's input is required in order to affect any aspect of the services provided hereunder.
- G. CITY's Warranty as to Proper Backup. CITY warrants and represents to HBS that CITY's data and system has been properly backed up prior to the commencement of any services provided by HBS and understands that, except to the extent as may be provided for by "Terms and Conditions" Item 5, above, HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- H. Suspension of Products and/or Services. HBS may, at its option, suspend providing products and/or services hereunder in the event that the CITY is delinquent on payment of any outstanding invoices.
- I. Exclusive Remedy/Limitation of Liability. Notwithstanding any other provision herein, except in the case of gross negligence or criminal conduct, HBS's liability for breach of this agreement, or breach of any warranty, express or implied, found to have been made in connection with this agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; HBS shall have no liability for any other damages, consequential or otherwise. HBS shall have no liability whatsoever to CITY if computer software or computer hardware sold

hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than HBS. HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.

- J. HBS's Responsibility. Warranties, software licenses, or subscription for services, sold by or on behalf of HBS or a third-party partner of HBS, must have accurate reporting of purchase date, length of service term, expiration date, and associated product or service type. HBS will submit written notification to the CITY of the expiration of a warranty, license, or service subscription 45 days prior to the expiration date or final date of the applicable term. License, warranty, or subscription reports may be requested by CITY for internal or auditing purposes.

13. ENTIRE AGREEMENT

This Agreement represents and expresses the entire agreement between the parties as to the subject matter hereof, and supersedes all prior understandings or agreements, whether oral or written. No employee or agent of HBS is authorized to make any representation or warranty binding upon HBS, unless contained within this Agreement. This Agreement may be modified only by written instrument signed by both parties hereto. In the event CITY has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on CITY'S forms shall not be deemed accepted by HBS. In the event HBS has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on HBS'S forms shall not be deemed accepted by CITY.

14. SEVERABILITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in force and effect as if such invalid or unenforceable term had never been included.

15. GOVERNING LAW AND DISPUTES

The terms of this Agreement shall be construed and enforced under the laws of the State of Wisconsin, and any action to challenge or enforce the provisions of this Agreement shall have as its venue the Circuit Court for Milwaukee County, Wisconsin. The prevailing party in any litigation commenced pertaining to this Agreement shall be entitled to its reasonable costs of litigation, including, without limitation, reasonable attorneys' fees, to be paid by the other party as part of the award or judgement resulting from such litigation.

16. INDEPENDENT CONTRACTOR

HBS and the CITY agree that HBS and each of its employees, contractors, and agents are not an employee of the CITY and that the relationship between the CITY and HBS is that of independent contractor. Neither HBS or CITY has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other and may not bind the other in any manner whatsoever without the express written permission of the other as to such matter.

17. CONFIDENTIALITY

HBS agrees that HBS and all of its employees shall maintain strict confidence regarding all privileged or confidential information received by or brought to the attention of its employees by reason of this Agreement or in the performance of duties provided for herein. HBS acknowledges that violation of this section may, particularly with regard to confidential Police Department records, constitute a criminal violation, as well as a contract violation. This section shall in no way restrict HBS from acting in accordance with the laws of the City of Franklin, State of Wisconsin, or United States of America.

18. PROJECT PERSONNEL

HBS shall designate qualified and responsible employees to perform the services provided for herein; however, the individuals so designated shall require approval by the CITY, which approval shall not unreasonably be withheld. Upon request by the CITY, HBS shall provide the CITY with a listing of the full name, residential address, and birth date of employees assigned to this project.

19. INSURANCE

The HBS 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	\$2,000,000
B.	Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C.	Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D.	Worker’s Compensation and Employers’ Liability	\$500,000
E.	Professional Liability	\$2,000,000

Upon the execution of this Agreement, HBS shall, upon request, supply CITY 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 CITY, and naming CITY as an additional insured for General Liability.

TERMS OF PAYMENT

Invoices will be submitted monthly by HBS to the CITY for actual time charges incurred. The CITY will pay all invoices promptly or within thirty (30) days of receipt thereof. However, the previous sentence shall not apply to any specific portion of an invoice that the CITY withholds payment for, due to a bona fide dispute. In the event of such a dispute, the CITY shall provide HBS with a detailed written statement regarding the disputed portion of the invoice that the CITY is withholding payment on, as well as any supporting documentation. The CITY shall include this written statement with the timely payment for the undisputed portion of the invoice. The rates of service as specified in Schedule A (attached) may be adjusted by mutual written agreement of both parties at any time during this Agreement.

ADDITIONAL COSTS

In addition to amounts billed in accordance with the Terms of Payment section of this Agreement, CITY shall be responsible for certain additional technical support costs, such as specialty field engineers, as mutually agreed to in an executed SOW prior to performing such services requiring the additional technical support. Rates for such additional services shall be as mutually agreed to in writing prior to performing such services. Payment terms for such additional costs shall be as per the "Terms of Payment" herein unless modified by the SOW.

NOTICE

All notices or other communications required or permitted hereunder or necessary or convenient shall be in writing and shall be deemed to have been delivered when mailed by registered mail return receipt requested and as otherwise provided for by law, postage prepaid, or by fax or e-mail (except provided that such email receives an appropriate responding email), addressed as follows:

If to HBS: Heartland Business Systems, LLC
 N28 W23050 Roundy Drive,
 Suite 2A Pewaukee, WI 53072
 Phone No.: 262-650-6500
 Fax No.: 262-650-6530
 E-Mail: Greg Borchard [gborchard@hbs.net] (Account Manager)

And

 Heartland Business Systems, LLC
 P.O Box 347 - Attn: Legal Dept. Little Chute, WI 54140
 Phone No.: 920-788-7720
 Fax No.: 720-788-7739
 E-Mail: Legal Dept. legal@hbs.net

If to CITY: City of Franklin
 Attn: Mark W. Luberda, Director of Administration
 9229 West Loomis Road
 Franklin, WI 53132
 Phone No.: (414) 858-1100
 Cell No.: (414) 659-3087
 Fax No.: (414) 427-7627
 E-Mail: mluberda@franklinwi.gov and
 Lisa Huening [luening@franklinwi.gov]

Amendment to the notification names or addresses as set forth above does not require amendment to the Agreement, but may be executed and completed by providing notice of the amended addresses.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2019.

HEARTLAND BUSINESS SYSTEMS, LLC (HBS)

By: _____
Peter Helander, CEO (Date)

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor (Date)

By: _____
Sandi Wesolowski, Director of Clerk Services (Date)

By: _____
Mark W. Luberda, Director of Administration (Date)

By: _____
Paul Rotzenberg, Director of Finance & Treasurer (Date)

By: _____
Jesse A. Wesoloski, City Attorney (Date)

SCHEDULE A: BILLING METRIC

(Time billed in 15-minute increments)

On-site Staffing Support Position – Full-time: Bill Rate: ~~\$55.73~~57.23/hr.

- End user problem management and desktop support
 - Record problems and issues with a central ticketing system and provide full resolution to problems within defined service level agreements.
 - Interface with application or infrastructure vendors to provide full resolution for reported problems.
 - Deploy desktop applications, web/cloud applications, and imaging of workstations and laptops using both block-image and package provisioning tools.
 - Install new desktop or laptop hardware or upgrade existing systems as needed.
 - Document all application installation and user provisioning instructions.
 - Track and maintain all hardware and software assets.
 - Maintain fluency in Microsoft Office, particularly Word, Excel and Outlook.
 - Configure and maintain new user accounts using Active Directory management tools, along with setting up accounts within dedicated business applications (Exchange, Govern, GCS, RMS, SQL, etc.).
 - Deploy operating system and application hotfixes and services packs using automation tools. Monitor all hotfixes to ensure a successful deployment within 30 days of staging.
 - Adhere to system security standards and maintain auditing documentation.

- Server & Storage Maintenance
 - Actively analyze performance and capacity metrics for all server and storage systems.
 - Identify performance or capacity issues, implementing proactive remediation to prevent outage.
 - Implement and maintain Active Directory Group Policies and login scripts.
 - Provision new virtual machines using defined templates and configure server application to deployment standards.
 - Manage and deploy server and client antivirus software such that all devices have current agents, engines, and virus definition files.
 - Maintain all network switches and routers, updating VLAN assignments and provisioning new ACLs.
 - Network configuration is limited to internal devices only.
 - Maintain technical documentation for all server and networking equipment.

- Managing system and tape backups
 - Setup and configure all virtual server backup imaging jobs, monitoring the successful job completion and replication on a daily basis.
 - Setup and configure all tape backups for physical servers and appliances.
 - Setup and maintain all email archiving appliances, monitoring the successful journaling of all email accounts.
 - Administer and implement back up procedures per established policy, including but not limited to performing tape rotations on a daily basis, moving tapes to off-site storage, etc.

- Project Implementation Tasks
 - Execute the implementation of project tasks for desktop, application, or infrastructure changes
 - Interface with application, security, and infrastructure vendors for the successful completion of project tasks.

- Additional support duties as required for the coordination and implementation of project tasks

Additional Staffing Support – as needed - Bill Rate: ~~\$95.00~~96.50/hr.

- Same as “*On-site Staffing Support Position – Full-time*” but utilized on “as needed” basis

Network Engineering Support – as needed - Bill Rate: ~~\$120.00~~121.50/hr.

- Server Maintenance & Support
- Troubleshoot and evaluate Network devices (switches, routers, etc.)
- Network Design
- Implementation and Configuration

Level 2 Bill Rate: ~~\$120.00~~121.50/hr.

Level 3 Bill Rate: ~~\$150.00~~151.50/hr.

Level 4 Bill Rate: ~~\$165.00~~166.50/hr.

Network Security Services – as needed - Bill Rate: ~~\$225.00~~226.50/hr.

- Network Security Assessment and Audit
- External and Internal Vulnerability Assessments
- Compliance Assessments

Cabling (low voltage) Services – as needed - Bill Rate: ~~\$85.00~~86.50/hr.

Audio Visual Services – as needed - Bill Rate: ~~\$95.00~~96.50/hr.

Physical Security Services – as needed - Bill Rate: ~~115.00~~116.50/hr.

Web Development – as needed - Bill Rate: ~~\$135.00~~136.50/hr.

.NET Development – as needed - Bill Rate: ~~\$150.00~~151.50/hr.

SharePoint Support – as needed - Bill Rate: ~~\$155.00~~156.50/hr.

Data Services & Business Intelligence/SQL Server/DBA – as needed - Bill Rate:

~~\$165.00~~166.50/hr.

Dynamics CRM / 365 Support - Bill Rate: ~~\$175.00~~176.50/hr.

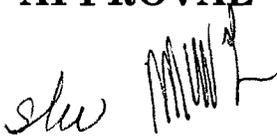
AWS/Azure Support – as needed - Bill Rate: ~~\$145.00~~146.50/hr.

Project Management – as needed - Bill Rate: ~~\$160.00~~161.50/hr.

Emergency and After Hours Support Services - Bill Rate: 1.5x specified rate

- 24-hour guaranteed response time

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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/17/2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2020</p>	<p>ITEM NUMBER</p> <p>G.19.</p>

Geographic Marketing Advantage, LLC has served as the City's primary consultant on its GIS system. City staff is very pleased with the performance of this company and its employees and is interested in continuing this relationship for an additional year. The owner, Todd Niedermeyer, and his employee, Brian Fausel, have been very responsive in addressing our needs and very dedicated to continuing to move GIS forward. They have also been very active and proactive in working to help address the transition from EditApp, the customized software that controls data distribution between Govern and GIS.

Staff seeks authority to execute a contract extending the term through 2020 and adjusting the rates and contract amount by the following effective January 1, 2020:

GIS Project Manager (Todd): \$97.41 (from \$95.73 – 1.75% increase)
 Technical/Mapping Support (Brian): \$68.53 (from \$66.85 – approximate 2.5% increase)
 (The combined, blended increase for core services calculates to 2.07%.)

The rate adjustments are in line with the adopted budget. The contract reflects the 2020 budget as approved and, in general, is funded approximately 80% by the General Fund with approximately 20% split between the Sewer and Water Funds. The total contract amount of \$136,000 also includes \$3,248 for "additional services" if needed that would be required to be authorized in writing. This allows for some discretionary added hours for the Information Services Director to draw on this resource. Other than the rate adjustment, the remaining 2020 contract would be in the same form as last year. A marked-up copy of the current contract is attached for your convenience.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to execute a contract with Geographic Marketing Advantage, LLC for Geographic Information System Support and Database Maintenance Services in a form substantially equivalent to the current contract with a new fixed hourly rate of \$97.41 for the Project Manager position, a new fixed hourly rate of \$68.53 for the Technical and Mapping Support position, and a total contract amount of \$136,000, effective January 1, 2020.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 2019, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Geographic Marketing Advantage, LLC, a Wisconsin Limited Liability Corporation (hereinafter "CONSULTANT"), whose principal place of business is 8757 W. Elm Ct, Franklin, WI 53132.

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to employ CONSULTANT in connection with outsourcing the design, development, and operation of an enterprise GIS for the City of Franklin.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for the continuation of services for operation and support of the City of Franklin's GIS and for performing updates and maintenance to the GIS database. Services to be provided under this AGREEMENT are provided in Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies, and will give consultation and advice to CLIENT during the performance of said services. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT.
- C. CONSULTANT is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT 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 CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT 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

- E. CONSULTANT maintains certain copyrighted source documents that are subject to periodic independent evaluation and updates. CONSULTANT reserves the right to use copyrighted source documents and be compensated for such use, in an amount as mutually agreed upon, when it is necessary or convenient to accomplish the Basic Services covered by this AGREEMENT, and the fee for such use would be less than or equal to the cost of providing the same service through the creation of original source documents. For all copyrighted works provided to CLIENT, CONSULTANT grants CLIENT permission to reproduce such works in any manner; prepare derivative works; and lend, lease, rent, or transfer ownership to any private or public entity involved with the operation, financing, and use of the City of Franklin GIS. CLIENT agrees that the use of materials prepared from copyrighted source documents will be limited to the project needs encompassed by this AGREEMENT. Use of materials prepared from copyrighted source documents for other purposes shall be limited to reproduction for criticism, comment, news reporting, teaching, scholarship, research, or similar activities covered by the “fair use” principles of the copyright law. All copyrighted source documents will be clearly marked by the CONSULTANT.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A for a total not-to-exceed cost in the amount of \$136,000~~130,179~~, in accordance with Attachment “B” and subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay undisputed CONSULTANT’s invoice within 30 days of invoice date for all approved work.
- B. CONSULTANT will invoice CLIENT on an hourly basis for tasks identified in Attachment A. Total cost will not exceed \$136,000~~130,179~~ unless changes to the project budget are specifically agreed upon by CONSULTANT and CLIENT and documented in writing. For services rendered, invoices will clearly state the percentage of work completed and the fee earned.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT 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 draft and final reports, it will notify CONSULTANT in writing within thirty (30) days of receipt of report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT’s review.
- E. CONSULTANT shall not initiate any services prior to January 1, 2019-2020 and shall complete all services covered by this AGREEMENT by December 31, 2019~~2020~~, excepting for delays caused through no fault of the CONSULTANT or except when continued month-to-month as provided for herein.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONSULTANT under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment as mutually agreed upon will be made to compensate CONSULTANT for any incremental labor or direct costs. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.
- B. CLIENT and CONSULTANT reserve the right to subsequently amend this AGREEMENT to include additional services. Compensation and schedule for completion for additional services will be as agreed by CLIENT and CONSULTANT prior to the start of work on said additional services and may be incorporated as an Addendum to this AGREEMENT.

IV. ASSISTANCE AND CONTROL

- A. Todd Niedermeyer, or designee, will perform the work of the CONSULTANT, 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 CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Todd Niedermeyer as CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.
- D. CONSULTANT shall maintain all records pertaining to this AGREEMENT until at least three (3) years following its completion of the services hereunder and CLIENT shall have the right to inspect and copy such records upon request.

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work performed and expenses incurred 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, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.

- C. The rights and remedies of CLIENT and CONSULTANT 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 CONSULTANT 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	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Workers' Compensation and Employer's Liability	Per Statute
D. Professional Liability	\$1,000,000

Upon the execution of this AGREEMENT, CONSULTANT 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 written notice to CLIENT.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the CLIENT from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any negligent or intentional and wrongful act or omission of CONSULTANT.

VII. TIME FOR COMPLETION

Subject to the conditions of Section II E., CONSULTANT shall commence immediately upon receipt of a Notice to Proceed to complete all work required herein. The CONSULTANT shall exert all reasonable effort to adhere to the services in Attachment A except that the services may be notified with the approval of CLIENT and shall be extended day for day for any delay introduced during CLIENT's review of products or in the general conduct of the project.

VIII. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for all 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.

IX. CONFIDENTIALITY

CONSULTANT shall keep confidential, except as may be required to perform its obligations under this AGREEMENT, any and all confidential information of the CLIENT of which the CONSULTANT has knowledge, possession, or to which the CONSULTANT has access. This confidentiality obligation shall survive the termination of this AGREEMENT.

X. TERM

This AGREEMENT shall cover a period including all of calendar year ~~2019~~-2020 and shall continue thereafter on a month-to-month basis, at the fixed hourly rates provided for herein, until such time that the AGREEMENT is terminated, as provided for herein, or modified or extended by a separate, future AGREEMENT.

XI. AMMENDMENTS TO THE AGREEMENT

This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT.

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

City of Franklin, Wisconsin

Geographic Marketing Advantage, LLC

BY _____

BY _____

PRINT NAME Mark W Luberda

PRINT NAME Todd Niedermeyer

TITLE Director of Administration

TITLE President, Sole Member

DATE _____

DATE _____

Attachment A

Continued GIS Support and Services for 20192020

On-Site Management and Technical Support of GIS Operation

- Monitor EditApp to determine continued effectiveness and operability and to participate, including testing and development review, in capital projects to join Govern and ESRI through a methodology as determined.
- Continue communications and coordination with the City's Administration and Information Technology Support Providers.
- Provide technical and programming services as needed by the City.
- Setup login parameters for ArcGIS licenses.
- Support database management.
- Evaluate data quality and data errors.
- Provide GIS user support.
- Produce product to support special requests, including but not limited to map development.
- Provide continued documentation, instruction and training.
- Installation of software and software updates.
- Load new and revised GIS data.
- Provide other support as needed by the City.
- Provide training on GIS applications and tools, including website tools.
- Perform GIS database updates and maintenance, including related applications such as but not limited to Signview and Sewerview (Note: City staff will also continue to perform similar and related tasks. As such, Contractor will be evaluated on this aspect based upon their accuracy and productivity in performance of this contracted service.)
- Work with ESRI and Cartegraph Products and Services.
- Help develop, support, and promote additional GIS applicability and use throughout City Departments.
- Maintenance and continued development, with approval of the Director of Administration, of the web-based GIS portal used for public access to mapping services.

Attachment B

**Geographic Marketing Advantage, LLC
TOTAL "NOT-TO-EXCEED" BUDGET
for
Continued On-Site Support Services And
GIS Database Updates and Maintenance**

Service	Approx. Number of Hours Per Week	Approx. Number of Weeks	Approx. Total Hours	Fixed Hourly Rate	Budget
On-Site Administrative and Project Management Support of GIS Operations (Project Manager)	16	50	800	\$97.41 93.85 (thru 4/30/19) \$95.73 (starting 5/1/19)	\$77,928 76,072
Technical and Mapping Support	16	50	800	\$68.53 65.54 (thru 4/30/19) \$66.85 (starting 5/1/19)	\$54,824 53,124
Total Estimated Expenditure					\$132,752 129,196
Available for Additional Services Authorized in Writing					\$3,248 983
Total "Not to Exceed"					\$136,000 130,179

<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/17/2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Compensation and Benefits for Consideration of an Employee's promotion and compensation. The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p>ITEM NUMBER</p> <p><i>G.20.</i></p>

The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER H.1.

Attached are vouchers dated December 3, 2019 through December 12, 2019 Nos. 176315 through Nos 176467 in the amount of \$ 1,048,253.04. Included in this listing are EFT's Nos. 4170 through Nos. 4179 Library vouchers totaling \$ 4,371.43 and Water Utility vouchers totaling \$ 62,522 44. Voided checks in the amount of \$ (54,706.81) are separately listed.

Early release disbursements dated December 3, 2019 through December 11, 2019 in the amount of \$ 343,368.39 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated December 6, 2019 is \$ 388,394.90 previously estimated at \$ 400,000.00. Payroll deductions dated December 6, 2019 are \$ 209,383.50 previously estimated at \$ 235,000.00.

The estimated payroll for December 20, 2019 is \$ 410,000.00 with estimated deductions and matching payments of \$ 426,000 00.

The estimated payroll for January 3, 2020 is \$ 394,000.00 with estimated deductions and matching payments of \$ 208,000.00.

The Library Board has not approved December 2019 vouchers for payment as of this writing. Approval of Library vouchers will be considered at the December 16, 2019 meeting. Upon their approval, request is made to authorize the release of these payments, otherwise Library vendors will not be paid until January 7, 2020.

Approval to release the below vouchers once they have been approved for payment.

ABT Mailcom	Tax Bill Processing	\$ 8,660.61
Compass Minerals	Road Salt	\$ 13,568.52
EMS Medical Billing	Ambulance Billing	\$ 8,225.51
Franklin Post Emp Trust	2019 City Contribution	\$ 90,000.00
Geographic Marketing	GIS Services	\$ 11,040.20
Quarles & Brady	TID 7 Legal	\$ 15,862.75
Quarles & Brady	TID 5 Legal	\$ 11,397.00
Ray Stadler Construction	Pleasant View Pavilion	\$ 48,910.00
Arthur Weiler Inc	2019 Fall Trees	\$ 5,570.00
Wolf & Sons	Fuel	\$ 15,807.53
TOTAL		\$229,042.12

There were no Property Tax refunds.

*ADDITIONAL ITEMS WILL BE
ADDED BEFORE MEETING.*

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of December 12, 2019 in the amount of \$ 1,048,253 04 and
- Payroll dated December 6, 2019 in the amount of \$ 388,394.90 and payments of the various payroll deductions in the amount of \$ 209,383.50 plus City matching payments and
- Estimated payroll dated December 20, 2019 in the amount of \$ 410,000 00 and payments of the various payroll deductions in the amount of \$ 426,000.00, plus City matching payments and
- Estimated payroll dated January 3, 2020 in the amount of \$ 394,000.00 and payments of the various payroll deductions in the amount of \$ 208,000.00, plus City matching payments and
- Approval to release Library vouchers upon approval by the Library Board and
- Approval to release payments to miscellaneous vendors in the amount of \$ 229,042.12.

ROLL CALL VOTE NEEDED

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I.1.

See attached listing from meeting of December 17, 2019.

COUNCIL ACTION REQUESTED

