



## Portage County Board Agenda - Amended

Tuesday, October 13, 2020  
5:00 p.m.

County Board Chambers  
1516 Church Street  
Stevens Point, WI 54481

**To attend this meeting by telephone: dial 1-408-418-9388, after dialing the number you will then be asked to enter in a meeting number. Use the following meeting number: 962 109 161 then press #**

**To attend this meeting by video: go to <https://portagecounty.webex.com/>, in the Join a Meeting box enter: 962 109 161**

Due to COVID-19 and the potential risk to members of the public who attend meetings in-person, any person who plans to attend the meeting remotely, but wishes to comment on an agenda item can send their comments via email to [filenk@co.portage.wi.us](mailto:filenk@co.portage.wi.us). Members of the public attending remotely will not have the opportunity to speak during the meeting. The deadline for sending comments by email is 48 hours prior to the start of the meeting. Emailed comments will be delivered to supervisors at least 24 hours prior to the meeting.

Face coverings are required for in-person attendance unless an exemption applies.

### Call to Order

### Roll Call

### Pledge to the Flag

**Invocation:** Supervisor Honl

**Review/Approval:** October 6, 2020 County Board minutes

**Correspondence:** Wisconsin Counties Association, Wisconsin Register of Deeds & COVID-19

Wisconsin Counties Association, 2021 Discover Wisconsin Calendar

**Presentations:** Health and Human Services Director Przybelski and County Executive Holman, COVID-19 Update

### Public Notice:

Members of the public who wish to address the County Board on specific agenda items must register their request at this time, with such comments subject to the reasonable control of the County Board Chair as set forth in Robert's Rules of Order

**2021 County Budget:** Review and Discussion, includes comments by the Board, public comments, and referrals of budget items for further committee review (no formal amendments at this meeting)

**Confirmation of County Executive Reappointment:**

1. Reappoint Supervisor Moua to the Housing Authority Board for a five-year term expiring September 30, 2025

**Resolutions/Ordinances:**

1. Requesting the State Senate to Convene in Extraordinary Session for Water Quality Funding
2. Authorizing an Agreement with Motorola Solutions Inc. to Provide Updates to the Astro 25 System for the Years 2020 Through 2027
3. Authorizing an Agreement with AT&T/Motorola Systems and Eventide/Nelson Systems to Provide Updated Next Generation 9-1-1 Call Handling Equipment and Logging Recording System Along with Updates to the New Systems for the Years 2021 Through 2025
4. Reorganization of Portage County Health and Human Services Community Health Nurse Positions
5. Reappointment of County Weed Commissioner
6. Resolution Approving and Authorizing the Aging and Disability Resource Center to Enter into a Service Contract with the City of Stevens Point Central Transit Office for the Provision of Rides for Seniors and Adults with Disabilities
7. Resolution Awarding the Sale of \$2,295,000 General Obligation Promissory Notes, Series 2020A
8. Establishing Fund Balance Classifications as Required by GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions
9. Authorizing a 2020 Budget Adjustment for the Solid Waste Department Due to Increased Swap Volume
10. Authoring a 2020 Budget Adjustment for the Solid Waste Department Due to Increased Transfer Facility Volume
11. Authorizing a 2020 Budget Adjustment for the Solid Waste Department Related to the Processing of Recyclable Materials

**Adjournment:**

Motion to adjourn, subject to the call of the Chair

Kayla R. Filen  
County Clerk

*NOTICE: Any person who has special needs and plans on attending this meeting in-person or remotely should contact the County Clerk's Office at 715-346-1351 as soon as possible to ensure that reasonable accommodations can be made.*

OFFICIAL PROCEEDINGS  
OF THE  
BOARD OF SUPERVISORS  
OF  
PORTAGE COUNTY, WISCONSIN

October 06, 2020

Meeting was called to order by Chair Al Haga at 5:00 p.m.

Roll call taken by County Clerk Kayla Filen revealed:

(24) present:

(17) attending in person:

Supervisors Chris Doubek, David Medin, Julie Morrow, Mildred Neville, Dave Ladick, Bob Gifford, Mike Splinter, Donald Jankowski, Anton Anday, Allen Haga Jr., Larry Raikowski, Scott Soik, Charles Gussel, Jeanne Dodge, Matt Jacowski, Barry Jacowski

(7) attending remotely via Webex: Supervisors Vinnie Miresse, Meleesa Johnson, Stan Potocki, Daniel Martinson, Dennis Raabe, Ray Reser, Joan Honl, Gerry Zastrow

(1) excused: Supervisor Ntxhais Chai Moua

All present saluted the flag.

Invocation by Supervisor Barry Jacowski

Approval of Minutes

Motion by Supervisor Doubek, second by Ladick to approve the September 15, 2020 County Board meeting minutes. Motion carried by voice vote. (24) ayes, (1) excused, Supervisor Moua

**Note:** Supervisor Ntxhais Chai Moua joined the meeting via Webex at 5:04p.m.

Public Notice

None

Public Comment

None

Presentations

County Executive Holman, State of the County Address & 2021 Budget Presentation

Finance Director Jossie, 2021 Budget in Brief

Adjournment

Motion by Supervisor Barry Jacowski, second by Supervisor Ladick to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 6:20p.m.

STATE OF WISCONSIN)

)SS

COUNTY OF PORTAGE)

I, Kayla R. Filen, County Clerk of said County do hereby certify that the above is a true and correct record of the adjourned session of the Portage County Board of Supervisors for Portage County, Wisconsin.

KAYLA R. FILEN

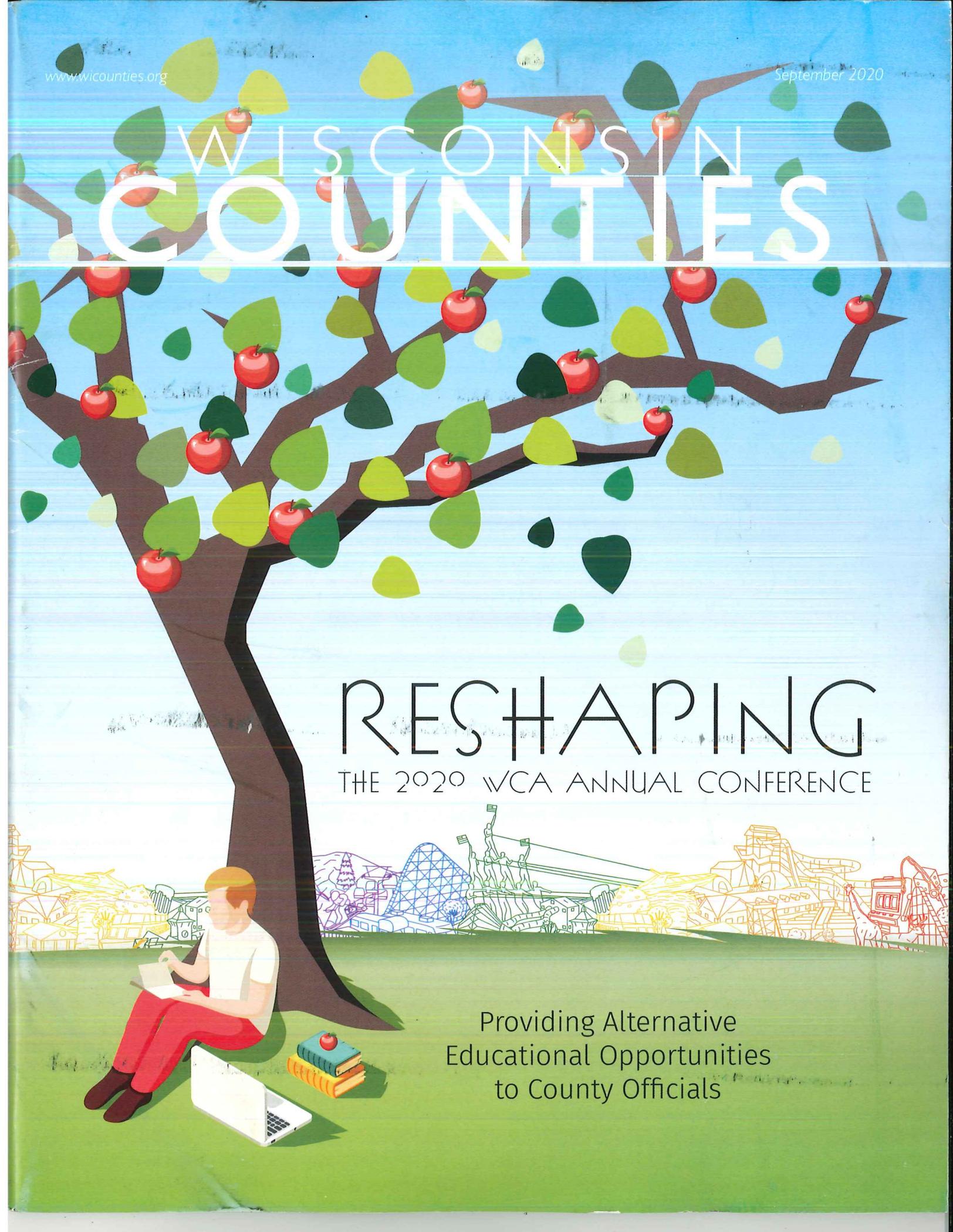
Portage County Clerk

Minutes are subject to amendment or change at subsequent meetings of the County Board and such changes will then be subsequently published.  
Publish date: October 15,2020

# WISCONSIN COUNTIES

## RESHAPING THE 2020 WCA ANNUAL CONFERENCE

Providing Alternative  
Educational Opportunities  
to County Officials





# W I S C O N S I N REGISTER OF DEEDS & C O V I D - 1 9

*- Vicki Tylka, Director, Social Services, Marathon County & Wendy Henderson, Administrator, Division of Safety and Permanence,  
Wisconsin Department of Children & Families*

**I**t's annual report time and during the presentation, your Register of Deeds (ROD) reminds you how awesome their department is and how important they are to your county – blah, blah, blah. But wait, the COVID-19 pandemic has proven their report to be accurate and their duties to be more important than ever for your county's economic recovery.

As Governor Ever's Office was determining which workers were deemed essential, the Wisconsin Land Title, Realtors and Bankers Associations, as well as the Federal Housing Finance Agency (FHFA) and Fannie Mae, all reached out to ensure the ROD's offices remained open for business. The vital role registrar's play is critical to the economy by the timely recording of real estate transactions each day.

Wisconsin is a Race Notice state and all documents must be processed daily and in the order they are received. The Dodd-Frank Act was designed to ensure that a financial crisis like that of 2008 will not happen again and the registrar's play a vital role in ensuring its success. Documents not processed in a timely manner may be the difference in the sale of property, qualifying for a loan, and the best interest rate. In spite of this pandemic, many ROD's offices throughout the state are experiencing a record number of recordings due to low interest rates and a hot real estate market.

The Register of Deeds Association (WRDA) has a history of being proactive in creating efficiencies by utilizing technology within their office; from quill pen to eRecording and Remote Notarization, WRDA has consistently taken the legislative lead to allow for procedures to keep their office functional, even during a pandemic. WRDA's persistence has assured that all 72 counties are capable of eRecording, which have become the new normal for many title and lending institutes during the pandemic.

Register of Deeds are leaders in all things electronic, including access to their recorded documents. Records are available online for purchase through a subscription service or a one-time credit card transaction. This technology has allowed business partners to confidently insure real estate transactions. Property sales and loans in process prior to and during the pandemic were able to continue as the title industry could address their gap insurance concerns.

The Land Records Systems used in each county provides staff access to the county's network to ensure a secure connection using encryption through either remote desktop or VPN technologies. A few counties have a hosted production environment replacing the need for an on-site server.

*continues*

## REGISTER OF DEEDS CONTINUED

Most counties were able to supply their employees with laptops, additional monitors and printers, while others allowed their employees to take their desktops home with them. For employees without a strong Wi-Fi connection, “hot spots” were provided and business continued as usual. The need to allow staff to work remotely from home also reinforced the need for more reliable broadband and internet access throughout the state and not just in rural areas.

Register of Deeds offices were quick to adapt to Safer at Home recommendations by allowing staff flexibility. Some worked from home while others staffed the office to fulfill statutory duties; RODs quickly found an equitable balance for everyone. Many offices began weekly Zoom meetings or conference calls to boost morale and help employees through the anxious and conflicted uncertainty of

the pandemic. Several offices rotated staff to give each employee equal opportunities while trying to juggle the complexities of their lives.

As we tested our Continuity of Operations plans each registrar determined how they could best serve the public while protecting the mental and physical health of their staff and the public. We were able to identify shortfalls in our plans and enjoy several successes. Additionally, ROD's offices implemented policies and procedures to assure the safety of the county's network and staff accountability.

The pandemic has proven that Continuity of Operations plans work. Register of Deeds have dedicated staff that truly care about their county's economic success. It has also demonstrated the ROD's office is more resilient than COVID-19. ♦



# Mental Health & Drug Addiction

IN WISCONSIN JAILS

SCOPE, COSTS &  
SOLUTIONS\*

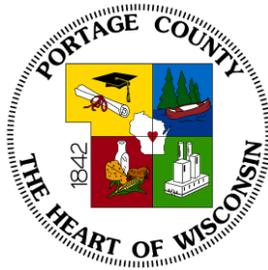
—Grant County Sheriff Nate Dreckman, BSSA 1st Vice-President

**A**t any given time, Wisconsin jails house between 12,500-13,000 inmates in 71 counties. Over the past five years, this number has fluctuated, with a low in 2015 of 12,300. In 2020, COVID-19 changed the jail inmate population, as the court systems shut down for some time. Even as inmate populations fluctuate over time, the one thing that does not change is the enormous volume of inmates who

enter county jails with substance abuse and mental health issues.

In Grant County, they surveyed inmates, after they had been in the facility for about a week, to see what their mental health needs might be and found out that 60% of them had some form of mental health issue. Pepin County Sheriff Joel Wener stated, “We found that 80% of the inmates entering the jail with substance abuse charges are also facing

**PORTAGE COUNTY**



**OFFICE OF THE EXECUTIVE**

September 18, 2020

Ntxhais Chai Moua  
2949 Minnesota Ave.  
Stevens Point, WI 54481

Dear Supervisor Moua,

Your current appointment to the Housing Authority Board is set to expire September 30, 2020. This letter is to acknowledge my intention to reappoint you for a five-year term on the Housing Authority Board, expiring September 2025. I will be sending your reappointment to the Exec/Operations Committee and then onto the County Board for confirmation in October.

County staff will be in contact concerning committee meeting information. If you have any questions regarding the reappointment, please do not hesitate to contact us at (715)346-1997. Thank you for your service to Portage County and continued interest in the Housing Authority Board.

Thank You,

A handwritten signature in black ink, appearing to read "Chris Holman".

Chris Holman

RESOLUTION NO. \_\_\_\_\_

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS

RE: REQUESTING THE STATE SENATE TO CONVENE IN EXTRAORDINARY SESSION FOR WATER QUALITY FUNDING

WHEREAS, a clean, plentiful supply of rural drinking water is necessary for the health and well-being of roughly 70% of Wisconsinites; and

WHEREAS, the 2019 Speaker’s Task Force on Water Quality brought the issue of existing and ongoing negative impacts on water quality from a variety of pollutants to the attention of state legislators and the state’s residents, as a whole; and

WHEREAS, keeping Wisconsin’s rural drinking water free of pollutants, especially nitrogen and phosphorus, benefits not only citizens but also Wisconsin’s tourism industry as well as rural economic development; and

WHEREAS, the Wisconsin Assembly took a step in addressing water quality concerns by passing (most unanimously) 13 “Water Bills” on February 18, 2020; and

WHEREAS, the State Senate never had the opportunity to consider these “Water Bills” when it’s last scheduled session on March 24, 2020, was postponed by the COVID-19 pandemic.

FISCAL NOTE: There are no fiscal obligations for the county associated with this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Portage hereby requests the State Senate to convene in “extraordinary session” to address the 13 “Water Bills” that passed in the Assembly earlier this year; and

BE IT FURTHER RESOLVED, that the Portage County Clerk is directed to send a copy of this resolution to members of the Assembly who represent Portage County, all State Senators, and the Wisconsin Counties Association.

DATED THIS 13<sup>th</sup> DAY OF OCTOBER, 2020

RESPECTFULLY SUBMITTED,

PORTAGE COUNTY AGRICULTURE AND EXTENSION EDUCATION COMMITTEE

Date: September 10, 2020

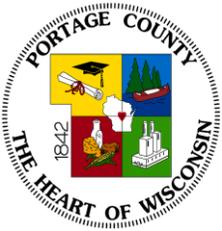
Aye  
Matt Jacowski, Chair

Aye  
Charles Gussel, Vice-Chair

Aye  
Daniel Martinson

Aye  
Anton Anday

Aye  
Barry Jacowski



# PLANNING AND ZONING DEPARTMENT

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1462 STRONGS AVENUE, STEVENS POINT, WI 54481 • PHONE: 715-346-1334 • FAX: 715-346-1677

To: Agriculture and Extension Education Committee

From: Jen McNelly, Water Resource Specialist

Date: September 2, 2020

R.e.: Resolution requesting the State Senate to convene in extraordinary session for water quality funding

In 2019 the Speaker's Task Force on Water Quality drafted a group of "Water Bills" to address a number of different water quality issues that had been identified during the Taskforce's public hearings. Included in the group were bills addressing revisions to the DNR's well compensation program (which the County has twice passed resolutions supporting), additional funding for assistance with replacing old septic systems, addressing needs in nitrogen management, and more.

Earlier this year the Wisconsin Assembly passed these 13 "Water Bills", most of them unanimously. The Senate was scheduled to take up these bills during their session in March 2020. However, due to COVID-19 the senate was not able to at that time and has not reconvened since.

The resolution included with this packet requests that the Senate come back into an extraordinary session in order to take up these 13 "Water Bills". The County Boards in Waushara, Marquette, and Wood County, who are part of the six County Central Sands Groundwater County Collaborative, have also passed this same resolution.

At the September Land and Water Conservation Committee meeting, the Committee asked that the resolution be put on the Agriculture and Extension Education Committee agenda so that it could hopefully go to the Portage County Board for consideration during the month of September.

If you have any further questions, please contact me at 715-346-1334 or [mcnellyjl@co.portage.wi.us](mailto:mcnellyjl@co.portage.wi.us).

RESOLUTION NO: \_\_\_\_\_

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS

RE: AUTHORIZING AN AGREEMENT WITH MOTOROLA SOLUTIONS INC. TO PROVIDE UPDATES TO THE ASTRO 25 SYSTEM FOR THE YEARS 2020 THROUGH 2027

WHEREAS, the Sheriff has an ongoing duty to maintain the Communications Center and all equipment associated with its operation; and

WHEREAS, in early 2014 the Sheriff sought a new communications system and in 2016 constructed radio towers for better communications for first responders and law enforcement in Portage County; and

WHEREAS, Wave Communications, Inc. was the successful bidder for the radio tower construction and Motorola Solutions Inc. was the sole source for hardware, software, and professional services associated with Simulcast ASTRO 25 System which began installation in 2014 and included a limited maintenance agreement for the project which has expired; and

WHEREAS, Motorola Solution Inc. now has offered an extended agreement to maintain and upgrade our ASTRO 25 system through a System Upgrade Agreement (SUA II), including hardware and software upgrades along with professional services; and

WHEREAS, the total cost of the Motorola Solutions Inc. (SUA II) contract for the years 2020 through 2027 is \$379,535.70; and

WHEREAS, in order to comply with the Portage County Purchasing Ordinance 3.7.11 Contracts and Leases, all leases or contracts for services exceeding \$25,000 must have governing committee approval, furthermore, any contract which has a duration exceeding one year must also be approved by resolution of the County Board.

FISCAL NOTE: There is no need for additional funding necessary to authorize this resolution as this will be appropriated in each fiscal year in the Sheriff's Office budget.

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors does hereby approve a contract for hardware, software and professional services with Motorola Solutions Inc. for years 2020 through 2027 as set forth in the attached Contract Summary Form.

DATED THIS 13th DAY OF OCTOBER, 2020.

RESPECTUFLY SUBMITTED,

PUBLIC SAFETY/EMERGENCY MANAGEMENT COMMITTEE

Date: September 23, 2020

Aye  
Stan Potocki, Chair

Aye  
Donald Jankowski, Vice-Chair

Excused  
Daniel Martinson

Aye  
Anton Anday

Aye  
Scott Soik

# Portage County Contract Summary Form

1. County Department: **Portage County Sheriff's Office**
2. Department Administrative Point of Contact: **Sheriff Mike Lukas, 715-346-1400**
3. Contracted Business of Agency Name and Address: **Motorola Solutions Inc., 500 W. Monroe Street, Ste 4400, Chicago IL, 60661-3781**
4. Business Point of Contact: **Derek DiPietro, Account Manager, 262-666-2756**
5. Description of the purpose and nature of the contract: **Maintenance agreement for hardware, software, and professional services, and necessary upgrades required to update the ASTRO25 system, including one system upgrade every two contract years.**
6. Justification. (What conditions mandate that this work be done): **To continue Communications Center without interruptions.**
7. Amount of the contract: **\$379,535.70**

<b>2020- \$42,917.36</b>	<b>2024-\$48,010.31</b>
<b>2021- \$44,134.72</b>	<b>2025-\$49,380.52</b>
<b>2022-\$45,388.60</b>	<b>2026-\$50,787.91</b>
<b>2023-\$46,680.03</b>	<b>2027-\$52,236.25</b>
8. Term of the contract: **2020 through 2027**
9. Contract start date: **Upon signature**
10. Source of funding (describe whether it is from appropriated funds, contingency funds, grant funds or otherwise): **Appropriated**
11. Type of contract (new, amended or renewal): **New**
12. Type of award (by bidding, requests for proposals, or direct negotiation. If direct negotiation or RFP, explain why the bidding process was not utilized): **Direct, maintenance agreement**
13. Does the contract require subcontracts: **No**
14. Does the contract require work from other county departments: **No**
15. Has the contract been approved by the County Executive and Finance Department (where necessary): **Yes**
16. Does the contract comply with county purchasing policy: **Yes**
17. Does the contract comply with county finance policy: **Yes**
18. Does the contract comply with county ethics policy: **Yes**
19. Where is the original contract filed (signing and filing of contracts is the responsibility of the department): **Munis**
20. If necessary, has a budget adjustment form been submitted to Finance: **Not applicable**

## Certification of Summary

The foregoing information has been reviewed and is hereby certified as accurate and correct.

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Administrator (if different than Dept Head)

\_\_\_\_\_  
Date



# PORTAGE COUNTY SHERIFF'S DEPARTMENT

PORTAGE COUNTY SUA AND SUS

AUGUST 13, 2020

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

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Motorola Solutions, Inc.  
500 W Monroe Street, Ste 4400  
Chicago,  
IL 60661-  
3781  
USA

August 13, 2020

Sheriff Mike Lukas  
Portage County Sheriff  
1500 Strongs Ave  
Stevens Point, WI 54481

RE: Portage County System Upgrade Agreement Proposal

Dear Sheriff Lukas,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide Portage County Sheriff's Department quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

This is a complete package of hardware, software, and professional services required to update the Portage County ASTRO 25 system. Motorola Solution's System Upgrade Agreement (SUAll) provides up to one system upgrade every two contract years.

This proposal is subject to the terms and conditions of the enclosed SUAll Purchase and Maintenance Agreement and remains valid for a period of 90 days from the date of this letter. This proposal may be accepted by returning to Motorola a signed copy of the aforementioned agreement. Any questions Portage County has regarding this proposal can be directed to Derek DiPietro, Account Manager at 262-666-2756, (derek.dipietro@motorolasolutions.com).

Our goal is to provide Portage County with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Lisa Beyer  
Area Sales Manager  
Motorola Solutions, Inc.

# TABLE OF CONTENTS

## Section 1

System Description .....	1-1
1.1 System Upgrade Agreement II .....	1-1
1.2 Security Monitoring .....	1-2
1.2.1 Security Update Service .....	1-2
1.2.2 Delivery Methods.....	1-2

## Section 2

Pricing Summary.....	2-1
----------------------	-----

## Section 3

Contractual Documentation .....	3-1
3.1.1 Appendix A—ASTRO 25 System Release Upgrade Paths .....	3-27
3.1.2 Appendix B—High-Speed Connectivity Specifications .....	3-27
3.1.3 Appendix C - System Pricing Configuration .....	3-28



SECTION 1

# SYSTEM DESCRIPTION

## 1.1 SYSTEM UPGRADE AGREEMENT II

In order to keep Portage County's LMR system current, Motorola offers the System Upgrade Agreement II (SUA II). This is a complete package of hardware, software, and professional services. Motorola Solutions' System Upgrade Agreement (SUA II) provides up to one system upgrade every two contract years.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. The SUA II provides a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola.

Table 1-1: Included Features

Features Descriptions	SUA II
Incremental Software Enhancements (Bug Fixes)	☐
Software Release Updates	☐
Hardware Refresh	☐
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	☐
Professional implementation services to upgrade your live system	☐

Hardware updates include version updates and/or replacements for Motorola's field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of MCC7500 consoles and GTR8000 base radios are not included in this update.

- System releases include commercial OS and application software updates as well as Motorola certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola's personnel at Portage County site to execute upgrade.

## 1.2 SECURITY MONITORING

### 1.2.1 Security Update Service

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to Portage County's ASTRO 25 network, disrupting mission-critical communications and putting Portage County's first responders and citizens at risk. Motorola Solutions' Security Update Service assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with Portage County's ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

Security Update Service Services	SUS
Anti-virus Definition and Intrusion Detection Update	✓
Third party security patches (Motorola Solutions lab-tested patch release)	✓

- Anti-virus definitions and intrusion detection sensor updates for Motorola Solutions supplied equipment from applicable original equipment manufacturer.
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola Solutions' software service packs that may be available.

### 1.2.2 Delivery Methods

SUS (Self- Installed) is the baseline offer. Sections describing the optional delivery methods and reboot support service are only applicable if purchased.

Table 1-2: SUS Delivery Methods

Patch Delivery Method	Download Responsibility	Installation Responsibility	Reboot Support
SUS (Self-Installed )	Customer	Customer	*Option 
Remote SUS			*Option 
On-Site Delivery of SUS			Included

## **SUS**

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to Portage County. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. The download and deployment of these updates to the ASTRO System will be the responsibility of Portage County.

### **Remote Delivery of SUS (RSUS)**

Motorola Solutions' dedicated staff will remotely install the required security updates and operating system patches onto Portage County's radio network. Vulnerabilities from third party software are addressed as soon as the validations of recommended patches are completed. Motorola Solutions will also provide reports outlining updates made for Portage County team's review and awareness. Patch transfers are transparent to the end user. After the patches are transferred, a report is sent out to inform Portage County which machines they will need to reboot the appropriate devices to enable the new patches and antivirus definitions.

SECTION 2

# PRICING SUMMARY

The table below summarizes annual pricing for eight years. As major system releases become available, Motorola Solutions' System Upgrade Agreement (SUA II) provides up to one system upgrade every two contract years. Portage County will make payments to Motorola annually in advance of each defined yearly cycle. The initial payment will be billed upon the contract effective date, and annually thereafter. The annual pricing summary is defined below. Payments are due within thirty (30) days after the date of each invoice. Portage County will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following payment schedule.

P25 Radio system SUAll	2020	2021	2022	2023	2024	2025	2026	2027	Total
SUAll/SUS pricing									
Current List Price June 2020	\$67,723.07	\$69,075.69	\$70,468.88	\$71,903.82	\$73,381.90	\$74,904.36	\$76,468.13	\$78,077.38	\$582,003.22
Total Discount	\$6,772.31	\$6,907.57	\$7,046.89	\$7,190.38	\$7,338.19	\$7,490.44	\$7,646.81	\$7,807.74	\$58,200.32
(SW/HW/Labor) Total Price after Discount	\$60,950.76	\$62,168.12	\$63,422.00	\$64,713.43	\$66,043.71	\$67,413.92	\$68,821.31	\$70,269.65	\$523,802.90
SMA credit towards SUAll	\$18,033.40	\$18,033.40	\$18,033.40	\$18,033.40	\$18,033.40	\$18,033.40	\$18,033.40	\$18,033.40	\$144,267.20
Customer Total Pricing	\$42,917.36	\$44,134.72	\$45,388.60	\$46,680.03	\$48,010.31	\$49,380.52	\$50,787.91	\$52,236.25	\$379,535.70

Notes:

\* Pricing is based on an 8-year contract executed in 2020.

\* Invoicing will occur at the beginning, (Month, day), of each contract period.

SECTION 3

# CONTRACTUAL DOCUMENTATION

## SUAI and Maintenance Purchase Agreement

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

### Section 1 EXHIBITS

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

Exhibit A	Motorola "Software License Agreement" Motorola
Exhibit B	Proposal dated 8/13/20
	B-1 "SUS ("SOW")" dated 8/13/20
	B-2 "SUAI Statement of Work" dated 8/13/20
Exhibit C	Payment Schedule

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.2. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.6. "Non-Motorola Software" means Software that another party owns.



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

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

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

2.10. "Service" or "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.11. "SUA" or "SUAll" means Motorola's Software Upgrade Agreement program.

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

### **Section 3 ACCEPTANCE**

Customer accepts these Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

### **Section 4 SCOPE OF AGREEMENT AND TERM**

4.1. **SCOPE OF WORK.** Motorola will provide the Services described in this Agreement and Exhibits B, B-1, and B-2.

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

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

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

4.5. **INTRINSICALLY SAFE EQUIPMENT.** Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for eight (8) years.

4.7 **CUSTOMER CONTACT.** Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola

## **Section 5 MAINTENANCE AND SUPPORT SERVICES**

5.1 **EQUIPMENT DEFINITION.** For maintenance and support services, Equipment will be defined to mean the hardware specified in Exhibit B-1.

5.2 **ADDITIONAL HARDWARE.** If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

5.3 **MAINTENANCE.** Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

5.4 **EQUIPMENT CONDITION.** All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

5.5 **EQUIPMENT FAILURE.** Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

## **Section 6 EXCLUDED SERVICES**

6.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

6.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 7 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement and/or SOW. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing



so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4.30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 8 CONTRACT PRICE, PAYMENT AND INVOICING**

8.1 Customer affirms that execution of this Agreement is the only Notice to Proceed that Motorola will receive for the term of this Agreement. The Customer does not need to issue a purchase order or other funding documentation in order to pay Motorola each year of this Agreement. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary information to include on invoices for payment per this Agreement.

8.2 **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$379,535.70. Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

8.3 **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

8.4 **INFLATION ADJUSTMENT.** At the end of the first year of this service and each year after, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). If the annual inflation rate increases greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

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

## **Section 9 WARRANTY**

9.1 **SERVICE WARRANTY.** Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

9.2 **EQUIPMENT WARRANTY.** Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

9.3 **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-2.

9.4 **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to



antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

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

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

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

## **Section 10     DEFAULT AND TERMINATION**

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

10.2 If a defaulting Party fails to cure the default as provided above in Section 10.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed two years. This is not a penalty, but a reconciliation of the price structure.

## **Section 11     EXCLUSIVE TERMS AND CONDITIONS**

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or representations concerning the



subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## Section 12 CONFIDENTIALITY AND PROPRIETARY RIGHTS

12.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Alabama law and this Agreement.

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

## Section 13 INDEMNIFICATION

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

### 13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer



providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

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

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

#### **Section 14 LIMITATION OF LIABILITY**

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

#### **Section 15 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

#### **Section 16 DISPUTES**

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



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

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

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

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

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

## **Section 17 GENERAL**

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

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

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

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

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

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

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

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

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

17.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.



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

17.13. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 8 (Contract Price and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 16 (Disputes); Section 14 (Limitation of Liability); and Section 12 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

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

**Motorola Solutions, Inc.**

**Customer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Exhibit A

### MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Portage County Sheriff's Department ("Licensee").

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

#### Section 1 DEFINITIONS

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

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

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

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

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

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

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

#### Section 2 SCOPE

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

#### Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement



and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

#### Section 4 LIMITATIONS ON USE

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

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

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

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

#### Section 5 OWNERSHIP AND TITLE

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



Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

## Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## Section 8 TERM AND TERMINATION

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



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

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

## **Section 9 Commercial Computer Software**

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10 CONFIDENTIALITY**

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

## **Section 11 LIMITATION OF LIABILITY**

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

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

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

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export

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

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

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

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

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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

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



## Exhibit B1

### ASTRO 25 SECURITY UPDATE SERVICE (SUS) STATEMENT OF WORK

To verify compatibility with your ASTRO system, Motorola Solutions, Inc.'s ("Motorola") Security Update Service (SUS) provides pre-tested 3<sup>rd</sup> party software (SW) security updates.

This service was formerly called Pre-tested Software Subscription (PTSS). Additionally, SUS Platinum has been eliminated. The additional SUS Platinum features have been merged into this one SUS offering.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties."

#### 1.0 Description of Security Update Services

Motorola shall maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server, Solaris and RedHat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3<sup>rd</sup> party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these updates on a quarterly basis.

#### SUS

Once tested, Motorola will post the updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. The customer will be responsible for the download and deployment of these updates to their ASTRO System.

#### Remote Delivery of SUS (RSUS)

Remote Delivery of SUS. Motorola's dedicated staff remotely installs the required security updates and operating system patches onto your radio network. Vulnerabilities from third party software are addressed as soon as the validation of recommended patches is completed. Motorola will also provide reports outlining updates made for your team's review and awareness. Patch transfers are transparent to the end user. After the patches are transferred, a report is sent out to inform our customers which machines they will need to reboot the appropriate devices to enable the new patches and antivirus definitions.

## 2.0 Scope

Security Update Service supports the currently shipping Motorola ASTRO System Release (SR) and strives to support 4 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

SUS is available for any L or M core system in a supported release.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) signature updates for IDS solutions as part of SUS/RSUS. However, will make vendor updates available via the secure SUS website. Customer is responsible for all IDS licensing. Certain consoles, MOTOBRIDGE, MARVLIS, InfoVista, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

### Antivirus updates

Antivirus updates are released weekly. The target release for these updates is by close of business each Tuesday. While the release often occurs early, this is the time and date committed to by vetting.

### Windows

Updates are downloaded on Microsoft Patch Tuesday (2nd Tuesday of the month). Updates are incorporated, tested and vetted in the Windows Motopatch disk over the next few weeks. The target release is by the last day of the month.

Windows 3rd Party updates for Adobe Reader and Adobe Flash are included on the standard Motopatch for Windows disk and follow the Windows patching schedule.

### RHEL

Security updates are downloaded the last week of the first month of the quarter. Updates include any updates that are available at that time. We then prepare, test and vet the RHEL 5, and RHEL 6, Motopatch disks and target to release the disks by the last day of the quarter.

### VMware

Security updates are downloaded the last week of the first month of the quarter for ESXi. These updates are downloaded from HP directly. The updates are incorporated into the Motopatch for ESXi disk. We then prepare, test and vet the ESXi Motopatch and target to release the disk by the last day of the quarter.

### PostgreSQL

Security updates are downloaded the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for PostgreSQL disk target release is by the last day of the quarter.  
\*7.14 and later major releases

### **McAfee Patch Updates –**

Security patches are downloaded from McAfee the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for McAfee disk target release is by the last day of the quarter.

### **DOT HILL DAS Firmware disk**

Security patches are downloaded from DOT HILL the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The disk target release is by the last day of the quarter.

### **3.0 Motorola has the following responsibilities:**

Obtain relevant 3<sup>rd</sup> party security updates as made available and supported from the OEM's. This includes antivirus definition, OEM vendor available/supported operating systems patches, VMWare patches, database patches, and selected other 3<sup>rd</sup> party patches covered by SUS. Motorola does not control when these updates are released, but current release schedules are listed for reference:

- McAfee Antivirus definitions– Weekly
- Microsoft PC and Server OS patches – Monthly
- Solaris, RHEL OS, VMware hypervisor patches – Quarterly
- Other 3rd party patches – Quarterly

- 3.1 Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- 3.2 Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.
- 3.3 Address any issues identified during testing by working with Motorola selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- 3.4 Pre-test STIG recommended remediation when applicable.
- 3.5 Release all tested updates to Motorola's secure extranet site.
- 3.6 Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- 3.7 If On-Site Delivery of SUS is purchased w/ SUS, On-Site Delivery of SUS will provide this service.
- 3.8 Include printable labels for customers who download the updates to CD's.
- 3.9 Notify customer of update releases by email.
- 3.10 A supported SUS ASTRO release matrix will be kept on the extranet site for reference.

### **4.0 The Customer has the following responsibilities:**

- 4.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).
- 4.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

- 4.3 Provide means for accessing pre-tested files (Access to the extranet website).
- 4.4 Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided. (If On-Site Delivery of SUS is purchased w/ SUS, this does not apply. On-Site Delivery of SUS will provide this service.)
- 4.5 It is important to note that after security updates are installed, Microsoft often requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The customer must reboot at a time chosen by them so as to not impact operations.
- 4.6 Implement recommended remediation(s) on customer system, as determined necessary by customer.
- 4.7 Upgrade system to a supported system release as necessary to continue service.
- 4.8 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- 4.9 Comply with the terms of the applicable license agreement between the customer and the non-Motorola software copyright owner.

#### **5.0 Disclaimer:**

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

## Exhibit B2

### ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUAI) STATEMENT OF WORK

#### 1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
  - 1.6.1 Servers
  - 1.6.2 Workstations
  - 1.6.3 Firewalls
  - 1.6.4 Routers
  - 1.6.5 LAN switches
  - 1.6.6 MCC 7XXX Dispatch Consoles
  - 1.6.7 GTR8000 Base Stations
  - 1.6.8 GCP8000 Site Controllers
  - 1.6.9 GCM8000 Comparators
  - 1.6.10 Motorola Solutions Logging Interface Equipment
  - 1.6.11 PBX switches for Telephone Interconnect
  - 1.6.12 NICE and Verint Logging Solutions (if purchased)
- 1.7 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

- 1.8 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.9 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
- 1.9.1 Servers
  - 1.9.2 Workstations
  - 1.9.3 Routers
  - 1.9.4 LAN Switches
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:
- 1.10.1 GTR 8000 Base Stations
  - 1.10.2 GCP 8000 Site Controllers
  - 1.10.3 GCM 8000 Comparators
  - 1.10.4 MCC 7XXX Dispatch Consoles
- 1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.
- 1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
- 1.13.1 Review infrastructure system audit data as needed.
  - 1.13.2 Identify additional system equipment needed to implement a system release, if applicable.
  - 1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
  - 1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
  - 1.13.5 Program management support required to perform the certified system upgrade.
  - 1.13.6 Field installation labor required to perform the certified system upgrade.
  - 1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C.

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

1.16 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

## 2.0 Upgrade Elements and Corresponding Party Responsibilities

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

### 2.1.1 Motorola responsibilities

2.1.1.1 Obtain and review infrastructure system audit data as needed.

2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.

2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.

2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.1.6 Inform Customer of high speed internet connection requirements.

2.1.1.7 Assign program management support required to perform the certified system upgrade.

2.1.1.8 Assign field installation labor required to perform the certified system upgrade.

2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.

2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

### 2.1.2 Customer responsibilities

2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of



accumulated backlog security patches and network updates is the responsibility of the Customer.

- 2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix B. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.4 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
  - 2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.3 System Upgrade

2.3.1 Motorola responsibilities

- 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities



- 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
- 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

## 2.4 Upgrade Completion

- 2.4.1 Motorola responsibilities
  - 2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.
  - 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
  - 2.4.1.3 Obtain upgrade completion sign off from the customer.
- 2.4.2 Customer Responsibilities
  - 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
  - 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
  - 2.4.2.3 Provide Motorola with upgrade completion sign off.

## 3.0 Exclusions and Limitations

- 3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
  - ◆ MCC 5500 Dispatch Consoles.
  - ◆ MIP5000 Dispatch Consoles.
  - ◆ Plant/E911 Systems.
  - ◆ MOTOBRIDGE Solutions.
  - ◆ ARC 4000 Systems.
  - ◆ Motorola Public Sector Applications Software ("PSA").
  - ◆ Custom SW, CAD, Records Management Software.
  - ◆ Data Radio Devices.
  - ◆ Mobile computing devices such as Laptops.
  - ◆ Non-Motorola two-way radio subscriber products.
  - ◆ Genesis Products.
  - ◆ Point-to-point products such as microwave terminals and association multiplex equipment.
- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

- 3.4 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 3.5 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted..
- 3.6 ASTRO 25 SUA II does not cover the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.
- 3.7 Motorola will provide the latest applicable patches and antivirus updates when and if available, as a part of the system release upgrade. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 3.8 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

#### 4.0 Special Provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



## Appendix A—ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

\*Includes planned incremental releases.

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

## Appendix B—High-Speed Connectivity Specifications

### Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1.
- Any link must realize or a sustained transfer rate of 175 kBps/1.4 Mbps or better, bidirectional.
- Interzone links must be fully operational when present.
- Link reliability must satisfy these minimum QoS levels:
  - Port availability must meet or exceed 99.9% (three nines).
  - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%.
  - Network jitter shall be no greater than 2 ms.

### Appendix C - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUAll price adjustment.

<b>Master Site Configuration</b>	
# of Master Sites	K2
# of DSR Sites	0
<b>System Level Features</b>	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	9
MOSCAD NFM / SDM Clients	1
Network Management Clients	1
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
<b>Security Configuration</b>	
Firewalls	0
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
<b>RF Site Configuration</b>	
# of RF Sites	8
Simulcast Prime Sites (including co-located/redundant)	1
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	45
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
<b>Dispatch Site Configuration</b>	
# of Dispatch Sites	1
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	5
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	1
CCGWs	9
<b>Third Party Elements</b>	
NICE Logging recorders (IP, Telephony, or Analog)	0
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0

Exhibit C

Payment Schedule

P25 Radio system SUAll	2020	2021	2022	2023	2024	2025	2026	2027	Total
SUAll/SUS pricing									
Current List Price June 2020	\$67,723.07	\$69,075.69	\$70,468.88	\$71,903.82	\$73,381.90	\$74,904.36	\$76,468.13	\$78,077.38	\$582,003.22
Total Discount	\$6,772.31	\$6,907.57	\$7,046.89	\$7,190.38	\$7,338.19	\$7,490.44	\$7,646.81	\$7,807.74	\$58,200.32
(SW/HW/Labor) Total Price after Discount	\$60,950.76	\$62,168.12	\$63,422.00	\$64,713.43	\$66,043.71	\$67,413.92	\$68,821.31	\$70,269.65	\$523,802.90
SMA credit towards SUAll	\$18,033.40	\$18,033.40	\$18,033.40	\$18,033.40	\$18,033.40	\$18,033.40	\$18,033.40	\$18,033.40	\$144,267.20
Customer Total Pricing	\$42,917.36	\$44,134.72	\$45,388.60	\$46,680.03	\$48,010.31	\$49,380.52	\$50,787.91	\$52,236.25	\$379,535.70

Notes:

\* Pricing is based on an 8-year contract executed in 2020.

\* Invoicing will occur at the beginning, (Month, day), of each contract period.

RESOLUTION NO: \_\_\_\_\_

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS

RE: AUTHORIZING AN AGREEMENT WITH AT&T/MOTOROLA SYSTEMS AND EVENTIDE/NELSON SYSTEMS TO PROVIDE UPDATED NEXT GENERATION 9-1-1 CALL HANDLING EQUIPMENT AND LOGGING RECORDING SYSTEM ALONG WITH UPDATES TO THE NEW SYSTEMS FOR THE YEARS 2021 THROUGH 2025.

WHEREAS, the Sheriff has an ongoing duty to maintain the Communications Center and all equipment associated with its operation; and

WHEREAS, Portage County Communication Center currently operates a public safety answering point (PSAP) which includes a "sophisticated 9-1-1 emergency telephone system"; and

WHEREAS, the current "VESTA 9-1-1" call handling equipment is beyond its life cycle, with outdated software and hardware causing ongoing component failures and a complete failure of the 9-1-1 system would be catastrophic for public safety, and endanger the lives and property of the citizens and visitors of Portage County; and

WHEREAS, replacing the current "VESTA 9-1-1" call handling system with a Next Generation (NG9-1-1) VESTA call handling equipment which meets the requirements of County PSAP and the NG9-1-1 call handling equipment utilizes advancements in technology to improve communication with 9-1-1 operators and provides greater efficiency in assisting individuals in crisis; and

WHEREAS, the new system will serve the County well into the future with state-of-the-art equipment with built in redundancy features, ability to text 9-1-1 and ability to accept future iterations of telecommunications enhancements for the foreseeable future; and

WHEREAS, each 9-1-1 call must be recorded by NENA (National Emergency Numbers Association) standards and the logging recorder system is required to be implemented so that a failure of any single component will not cause the failure of the recording function; and

WHEREAS, the current logging system is not capable of recording NG9-1-1 calls and is beyond the life cycle of the software and hardware for recording 9-1-1 calls, which can cause breaks in required recordings; and

WHEREAS, replacing the current logging recorder system with a Next Generation (NG)9-1-1 recording system meets the requirements of the County PSAP and will also serve the County well into the future and the new system will have the capabilities of recording the 9-1-1 text calls and other audio recordings in the PSAP, and

WHEREAS, Portage County has an existing capital improvement project #210-20-02 for the replacement and upgrade of the system to Next Generation 9-1-1 capabilities and has received a grant to assist in funding the replacement; and

WHEREAS, the VESTA9-1-1/AT&T/Motorola call handling system will be \$236,803.88 and the Eventide/Nelson logging recorder system will be \$29,290.40, for a total project cost of \$266,094.28; and

WHEREAS, AT&T/Motorola Systems has offered an extended agreement to maintain and upgrade the new NG911 phone system including hardware and software upgrades along with professional services For a total cost of \$193,355.44 for the years 2021 through 2025; and

WHEREAS, Eventide/Nelson Systems has offered a service agreement for 48 months to maintain and upgrade the new logging/recorder system along with professional services at a cost of \$19,435.25; and

WHEREAS, in order to comply with the Portage County Purchasing Ordinance 3.7.11 Contracts and Leases, all leases or contracts for services exceeding \$100,000 requires County Executive, governing committee and approval of the County Board; and

FISCAL NOTE: The funds necessary for the replacement and upgrade to the VESTA 9-1-1 call handling system and the Eventide/Nelson logging recorder system in the amount of \$266,094.28 is appropriated in the Capital Projects budget and no additional funds are necessary. The maintenance agreements for AT&T/Motorola and Eventide/Nelson will be appropriated in each budget year in the Sheriff's Office budget to pay for ongoing maintenance. This is not a budget adjustment resolution.

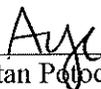
NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors does hereby approve a contract for the VESTA 9-1-1 call handling system, the Eventide logging recorder, and associated maintenance agreements for both systems as set forth in the attached Contract Summary Forms.

DATED THIS 13th DAY OF OCTOBER, 2020.

RESPECTUFLLY SUBMITTED,

PUBLIC SAFETY/EMERGENCY MANAGEMENT COMMITTEE

Date: October 6, 2020

  
\_\_\_\_\_  
Stan Potocki, Chair

  
\_\_\_\_\_  
Donald Janikowski, Vice-Chair

  
\_\_\_\_\_  
Daniel Martinson

  
\_\_\_\_\_  
Anton Arday

  
\_\_\_\_\_  
Scott Spik

## Portage County Contract Summary Form

1. County Department: **Portage County Sheriff's Office**
2. Department Administrative Point of Contact: **Sheriff Mike Lukas, 715-346-1400**
3. Contracted Business of Agency Name and Address: **AT&T Corp., One AT&T Way, Bedminster, NJ 0921-0752**
4. Business Point of Contact: **Paul Rzeznik, 9-1-1 Public Safety Specialist, 248-701-4026**
5. Description of the purpose and nature of the contract: **This contract will replace the current "Vesta" 9-1-1 call handling equipment that is beyond the life cycle with a equipment/software refresh "VESTA" NG9-1-1 call handling equipment. The NG9-1-1 equipment utilizes advancements in technology to improve communication with 911 operators and provides greater efficiency in assisting individuals in crisis.**
6. Justification. (What conditions mandate that this work be done): **The current system is end of life for hardware and software and will not be able to be serviced by AT&T,**
7. Amount of the contract: **\$236,803.88 plus \$193,355.44 (operational/5years)**
8. Term of the contract: **TBD with Scope of Work**
9. Contract start date: **TBD**
10. Source of funding (describe whether it is from appropriated funds, contingency funds, grant funds or otherwise): **GRANT FUNDS**
11. Type of contract (new, amended or renewal): **New**
12. Type of award (by bidding, requests for proposals, or direct negotiation. If direct negotiation or RFP, explain why the bidding process was not utilized): **Sole source/direct negotiation. See attached letter**
13. Does the contract require subcontracts: **Yes, by AT&T. Non required for the County.**
14. Does the contract require work from other county departments: **Yes, Information Technology, Facilities, Planning and Zoning and Sheriff's Office.**
15. Has the contract been approved by the County Executive and Finance Department (where necessary): **Pending at the time of submittal.**
16. Does the contract comply with county purchasing policy: **Yes**
17. Does the contract comply with county finance policy: **Yes**
18. Does the contract comply with county ethics policy: **Yes**
19. Where is the original contract filed (signing and filing of contracts is the responsibility of the department): **Munis.**
20. If necessary, has a budget adjustment form been submitted to Finance: **Yes**

### Certification of Summary

The foregoing information has been reviewed and is hereby certified as accurate and correct.

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Administrator (if different than Dept Head)

\_\_\_\_\_  
Date



**AT&T Public Safety Equipment Resale and Related Services  
Pricing Schedule for 911 CPE Call Handling**

MA Reference No.: \_\_\_\_\_  
Pricing Schedule No.: \_\_\_\_\_

<b>CUSTOMER Legal Name ("Customer")</b>	<b>AT&amp;T Corp. ("AT&amp;T")</b>	<b>AT&amp;T Branch Sales Contact Name</b>
Portage County Sheriff Office	AT&T Corp.	Name: Paul Rzeznik
<b>CUSTOMER Address</b>	<b>AT&amp;T Corp. Address and Contact</b>	<b>AT&amp;T Branch Sales Contact Information</b>
1500 Strong's Ave. Stevens Pointe, WI 54481	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: <a href="mailto:mast@att.com">mast@att.com</a>	23500 Northwestern Hwy. W-Bldg. Southfield MI USA 48075 Phone : 248 701-4026 Email : pr6251@att.com Sales/Branch Manager: Nash SCVP Name: Schwartz
<b>CUSTOMER Contact</b>		<b>AT&amp;T Contact Information</b>
Name: Denise Nash Title: Communications Manager Telephone: 715 346-1459  Email: nashd@co.portage.wi.us		Name: Paul Rzeznik Address: 23500 Northwestern Hwy. W-Bldg City: Southfield State / Province: MI Country: USA Domestic / Intl / Zip Code: 48075 Telephone: 248 701-4026 Email: pr6251@att.com
<b>CUSTOMER Billing Address and Contact</b>		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider B3, the other applicable Sub-Riders, the applicable Rider and the General Terms.

- Rider A – Purchased Equipment
- Rider B – AT&T-Provided Services
- Sub-Rider B1 – AT&T-Provided 911 Voice Maintenance
  - Sub-Rider B2 – AT&T-Provided 911 Voice Warranty Services
  - Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

<b>CUSTOMER</b>	<b>AT&amp;T Corp.</b>
By: _____ (by its authorized representative)	By: _____ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)

**GENERAL TERMS APPLICABLE TO  
AT&T PUBLIC SAFETY EQUIPMENT RESALE AND RELATED SERVICES**

**1. SERVICES AND PURCHASED EQUIPMENT**

- "Purchased Equipment" – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. "Purchased Equipment" includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- "Software" – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- "Services" – per applicable Riders and Sub-Riders.

**2. QUOTE**

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a Statement of Work ("SOW"). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

**3. ORDERS**

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

**4. TAX EXEMPTION**

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

**5. TERMINATION**

(a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

**6. LIMITATION OF LIABILITY**

(a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for AT&T-Provided Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

**7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE**

(a) AT&T shall pass through to Customer any warranties available from Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

**8. MAINTENANCE CHARGES**

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable.

## Rider A – Purchased Equipment

### 1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

### 2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

### 3. SHIPPING AND STORAGE

#### (a) Shipping Charges.

(i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.

(ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.

(iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

### 4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

### 5. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

### 6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

### 7. LICENSES, RESTRICTIONS, REQUIREMENTS

(a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.

(b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

## Rider B – AT&T-Provided Services

### 1. SERVICE

- Per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

### 2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

### 3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

### 4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

### 5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

### 6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

### 7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

### 8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

### 9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

### 10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

Rider B1 -- AT&T-Provided 911 Voice Maintenance Services

1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T 911 Voice Maintenance Solutions ("911VMS")	<i>Pending Approval</i>

AT&T provides AT&T 911 Voice Maintenance Solutions Services ("Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

2. CERTIFICATION AND REVIEWS

(a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.

(b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.

(c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST THIRTY (30) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (I) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.

(b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.

(c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

(a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").

(b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.

(c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

## Rider B2 -- AT&T-Provided 911 Voice Warranty Services

### 1. WARRANTY SERVICES

(a) AT&T Warranty Services, as described in this Sub-Rider, apply to Purchased Equipment used in 911 CPE call handling solutions purchased from and installed by AT&T. Purchased Equipment covered by AT&T Warranty Services is specified in a SOW or the Service Guide. Basic Warranty Service is provided without additional charge. AT&T may invoice in full for warranty upgrades in advance of the Warranty Period.

(b) The standard "Warranty Period" is one (1) year from installation of the Purchased Equipment. The Warranty Period will not restart or increase due to or as a result of any repair, replacement or move of or addition or change to any Purchased Equipment.

(c) During the Warranty Period, if the Purchased Equipment other than Software does not conform to the manufacturer's warranty, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, repair or replace any non-conforming, warranted hardware.

(d) During the specified Warranty Period, if any item of Software that is properly installed and operating on the Purchased Equipment for which it is originally licensed does not conform to the Software warranty or if the media on which the Software is provided is defective in materials or workmanship under normal use, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, (i) provide a suitable fix, patch, or workaround any non-conforming warranted Software; or (ii) will replace at no charge any non-conforming warranted Software media if it is delivered to carrier for shipment to AT&T during the Warranty Period along with proof of date of shipment to Customer.

(e) If AT&T determines that any remedy set forth in Section 1(c) or 1(d) is not reasonably available, then AT&T may issue a refund, at its sole option, of an amount (e.g., using Customer's federal income tax depreciation schedule) based upon: (i) the price paid by Customer in the case of defective warranted hardware, or (ii) the one-time fee paid in the case of defective warranted Software.

### 2. REPLACEMENT PRODUCTS; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Warranty Period is contingent on the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T can not guarantee firm delivery dates. If an item of Purchased Equipment is placed at end-of-life status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to provide Replacement Products for an item of Purchased Equipment.

(b) AT&T will provide an RMA number for a defective warranted hardware ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the RMA is generated, or Customer will be invoiced for the corresponding Replacement Product. Defective Items are the property of AT&T. If the returned warranted hardware is found not to be defective, Customer will be charged for the Replacement Products at Customer's current price.

### 3. EXCLUSIONS FOR AT&T WARRANTY SERVICES.

(a) AT&T will perform AT&T Warranty Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Work").

(b) Covered Work does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Work.

(c) Diagnostic and repair work AT&T performs outside of Covered Work is invoiced at AT&T's prevailing rates for time and materials.

**Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services**

**SERVICE**

This Sub-Rider B-3 for AT&T 911 Call Handling Equipment and Services covers AT&T's sale of voice Purchased Equipment (referred to as Purchased Equipment, Equipment or CPE in this Sub-Rider) installation and/or maintenance Service for such Purchased Equipment to be provided by AT&T under the Maintenance Plan as set forth herein (the "Maintenance Plan"), and as further described below. The Purchased Equipment is identified in this Sub-Rider or in the attached or referenced Bill of Materials, or Order. This Sub-Rider also covers any Orders issued hereunder or in a SOW issued under this Sub-Rider, as well as any additions or replacement to the Purchased Equipment or Service.

**I. Service Order Information and Payment Terms**

**\*Taxes & Freight will be listed separately on the invoice. Total Purchase Price does not include maintenance.**

**Rates and Charges**

**Non-Recurring Charges**

Site Name	Address	City	State	Quantity of Positions	Non-Recurring Costs
					\$
Portage County "A" Side	1515 Strongs Ave.	Stevens Pointe	WI	5	\$ 157,767.00
					\$
Portage County "B" Side	1500 Strongs Ave.	Stevens Pointe	WI	0	\$ 60,308.00
					\$
					\$
					\$
					\$
					\$
<b>Total Non-Recurring Charge</b>					<b>\$ 218,075.00</b>

**Recurring Rates**

Service Type	Payment Period (Monthly/Annual)	Term (In months)	Recurring Costs
			\$
			\$
			\$
			\$
<b>Total Recurring Rate</b>			<b>\$</b>

**Payment Terms:**

- Locations to be invoiced and billed after each installation and customer acceptance.
- Equipment & Services Detail as per quote dated September 29, 2020

Leasing:  AT&T Capital Services     Other: (Name of Leasing Company)     No

**Purchase Order Number:**

Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

**SELECTION OF EQUIPMENT SERVICE PLAN:**

**AT&T 911 Voice Maintenance Solutions\*:**  Essential Plus  Custom Customer Initials: \_\_\_\_\_ (Required)

\* Customer must select either Essential Plus or Custom in order to receive maintenance services under this Pricing Schedule.

Initial Term: 4 Years From: \_\_\_\_\_ To: \_\_\_\_\_ Annual Price: \$24,189.54

Service Plan Payment Terms (default is annual):  Prepay  Annual  Financing: (Name of Leasing Company)

**NOTE: Hardware Maintenance Services commence upon expiration of one (1) year warranty.**

**TERMINATION PRICING ADJUSTMENTS:** If Customer terminates AT&T 911 Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees 30 days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

**Manufacturer-Provided Maintenance Services:** OEM: Motorola

Name of Service: Vesta Software Support

Coverage Level: \_\_\_\_\_

ACCEPT - Customer Initials: \_\_\_\_\_ DECLINE - Customer Initials: \_\_\_\_\_

Annual

Initial Term: 5 Years From: \_\_\_\_\_ To: \_\_\_\_\_ Annual Price: \$19,319.46

Service Plan Payment Terms:  Prepay  Annual  Financing: (Name of Leasing Company)

**NOTE: Software Support Services commence when Equipment is shipped from supplier/distributor.**

**TERMINATION PRICING ADJUSTMENTS:** If Customer terminates Manufacturer-Provided Maintenance Service in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

**Attachments:**

- 1. Statements of Work e.g. SOW, SCOW, PIG
- 2. Bill of Materials for Equipment and Services
- 3. Invoicing Schedule and Payment Terms
- 4. Implementation Timeline
- 5. Certificate of Acceptance
- 6. Other: [ \_\_\_\_\_ ]

**II. Special Terms and Conditions for PSAP – LAN Configurations or Installations**

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.



Portage County, WI  
VESTA 911 Hardware Refresh

Quote #: ATT787063B

September 29, 2020

Quote Summary

Site #	Site Name	# of Pos	TOTAL
108205	Portage County - A	5	\$157,767.00
108208	Portage County - B	0	\$60,308.00
TOTAL QUOTE		5	\$218,075.00
GRAND TOTAL			\$218,075.00

Prices provided in this quote meet or exceed discounts stated in the partnership between WCA Services and Motorola in Wisconsin. Please see <http://www.wcasi.com/program/motorola-solutions-inc/> for further information.\*



Portage County - A  
VESTA 911 Hardware Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Total
1	870399-0104R7.4U	VESTA® 9-1-1 V911 R7.4 DOC/MED UPG	\$0.00
1	873059-03002U	V911 CAD INTF LIC UPGD	\$0.00
1	853031-DLSVRGD-2	<b>VM Medium Server Bundle</b> Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less V-DL MED SVR BNOL GEO	\$20,642.00
1	870891-66301	VESTA® SMS Note: Customer is responsible for Text Control Center (TCC) services and network charges	\$0.00
1	809810-00102	VESTA 9-1-1 SMS LIC V911 ADV DATA LVL 1 ANNUAL SUB Note: Annual Subscription - Year 1	\$0.00
6	PS-0SQ-VSML-M	VESTA® 9-1-1 Basic Operations VS BSC MLTP SEAT LIC NFEE	\$0.00
5	809800-35130	V911 SVT SPT TRNSFR	\$0.00
5	873059-00502U	VESTA® 9-1-1 IRR Module V911 IRR LIC UPGD	\$0.00
5	81000-409602SFF	VESTA® Workstation Equipment WKST HP Z2 G4 SFF W/O OS	\$8,772.00
5	04000-00441	WINDOWS 10 LTSC LIC	\$646.00
5	63000-221693	MNTR FP WIDE SCR LED 22IN	\$1,645.00
5	64007-50022	KEYPAD 24-KEY USB CBL 25FT	\$660.00
5	850830-03201	BASIC SAM HWWR KIT	\$8,030.00
5	853004-00401	SAM EXT SPKR KIT	\$1,185.00
5	02800-20501	HDST 4W MOD ELEC MIC BLK	\$256.00
5	03044-20000	HDST CORD 12FT 4W MOD BLK	\$21.00
5	809800-35109	V911 IWS CFG	\$1,388.00
5	809800-35108	V911 IWS STG FEE	\$2,082.00
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$0.00
1	64040-60019	VESTA® 9-1-1 Admin Printer PRINTR USB/ETHERNET COLOR Note: Inkjet Color printer. Recommended monthly volume, 7,500 pages	\$248.00
1	65000-13403	CBL USB 2.0 A/B 10FT	\$4.00
2	04000-29638-X	Network Equipment SWITCH 2960-X+CBL 24-PORT	\$5,019.00
2	04000-00129	Peripherals & Gateways MED 1000B CHASSIS BN DL	\$5,093.00
6	04000-00116	MED 1000 FXO-LB BN DL	\$2,881.00
5	04000-00119	MED 1000 FXS-O BN DL	\$2,304.00
1	04000-00159	ALUCAD Output BLKBX TL159A 8-PORT DATACAST	\$538.00
8	65000-00262	KIT CBL RJ11 ADPTR DB25	\$187.00
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$512.00
1	04000-01014-10	CBL SRL DB25/MDB9F 10FT	\$14.00
1	00600-20042	Cabinet & Peripheral Equipment CABINET 42U 19IN	\$4,580.00
1	63009-192803	MNTR RACK KYBD KVM 19IN	\$1,664.00
1	04000-00707	FAN KIT BLK	\$290.00
1	00500-20143	CABINET ROOF FAN HOLE	\$229.00
1	04000-50033	SEISMIC BRACING KIT	\$36.00
1	04000-25631	PDU 24-OUTLET TWST LOCK 20AMP	\$542.00
1	809800-80044	SVR CAB CFG FEE	\$1,527.00
		Time Synchronization Equipment Note: Customer to supply Time Sync Equipment.	
VESTA 9-1-1 Subtotal			\$71,155.00

VESTA® Analytics

Qty.	Part No.	Description	Total
1	873391-00301U	VESTA® Analytics Standard - Multi Product Purchase V-ANLYT USER LIC UPGD	\$0.00
5	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	\$0.00
1	61000-409602SFF	VESTA® Analytics Standalone Workstation Equipment WKST HP Z2 G4 SFF W/O OS	\$1,754.00
1	04000-00441	WINDOWS 10 LTSC LIC	\$129.00
1	63000-221693	MNTR FP WIDE SCR LED 22IN	\$328.00
1	63000-241692	MNTR 24IN FP WIDE SCR LED	\$528.00
1	809800-00102	GENERIC WKST CFG FEE	\$347.00
VESTA Analytics Subtotal			\$3,086.00

AT&T Installation	\$	\$23,146.00
Vesta Installation	\$	28,170.00
Project Management	\$	18,225.00
Training	\$	12,985.00
Shipping & Handling	\$	1,000.00
<b>"A" SIDE TOTAL</b>	<b>\$</b>	<b>167,767.00</b>



Portage County - B  
VESTA 911 Hardware Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Total
1	870899-0104R7.4U	VESTA® 9-1-1 V911 R7.4 DOC/MED UPG	\$0.00
1	873099-03002U	V911 CAD INTF LIC UPGD	\$0.00
		<b>VM Medium Server Bundle</b> Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.	
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	\$20,642.00
		<b>VESTA® SMS</b> Note: Customer is responsible for Text Control Center (TCC) services and network charges.	
1	870891-66301	VESTA 9-1-1 SMS LIC	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB Note: Annual Subscription - Year 1	\$0.00
		<b>VESTA® 9-1-1 Admin Printer</b> PRNTR USB/ETHERNET COLOR Note: Inkjet Color printer. Recommended monthly volume, 7,500 pages.	
1	64040-60019		\$248.00
1	65000-13403	CBL USB 2.0 /B 10FT	\$4.00
		<b>Network Equipment</b>	
2	03800-03060	FIREWALL 60E	\$1,582.00
2	809800-00201	VPN CFG SVCS	\$555.00
2	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$5,019.00
		<b>Peripherals &amp; Gateways</b>	
2	04000-00129	MED 1000B CHASSIS BNDL	\$5,094.00
2	04000-00119	MED 1000 FXS-O BNDL	\$922.00
		<b>AL/CAD Output</b>	
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$538.00
8	65000-00262	KIT CBL RJ11 ADPTR DB25	\$166.00
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$512.00
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$14.00
		<b>Cabinet &amp; Peripheral Equipment</b>	
1	00600-20042	CABINET 42U 19IN	\$4,580.00
1	83009-192803	MNTR RACK KYBD KVM 19IN	\$1,664.00
1	04000-00707	FAN KIT BLK	\$290.00
1	00600-20143	CABINET ROOF FAN HOLE	\$229.00
1	04000-50033	SEISMIC BRACING KIT	\$36.00
1	04000-25831	PDU 24-OUTLET TWST LOCK 20AMP	\$543.00
1	809800-80044	SVR CAB CFG FEE	\$1,527.00
		<b>VESTA® 9-1-1 Phones/Voice Mail Option</b>	
4	870809-00901	IP PHN LIC ENH	\$1,560.00
4	04000-16887	6867I PHN/ADPTR KIT	\$1,024.00
4	04000-01685	685I KEY EXP MOD	\$807.00
4	809800-10201	IP PHN CFG FEE PER PHN	\$260.00
4	PA-MSG-ASSL	V-ANLYT STD PER SEAT LIC	\$3,380.00
		<b>Time Synchronization Equipment</b> Note: Customer to supply Time Sync Equipment.	
VESTA 9-1-1 Subtotal			\$51,196.00

VESTA® Analytics

Qty.	Part No.	Description	Total
1	873399-00103.4U	VESTA® Analytics Standard - Multi Product Purchase V-ANLYT 3.4 DOC/MED UPGD	\$0.00
1	873391-00501U	V-ANLYT STD LIC UPGD	\$0.00
		<b>VESTA® Analytics Standard Server Equipment for Virtualized Server Bundle</b> Note: Additional Hardware to be installed in DDS-B Server.	
1	BA-M00-ASA0-3	V-ANLYT STD ADD-ON	\$9,112.00
VESTA Analytics Subtotal			\$9,112.00
<b>"B" SIDE TOTAL</b>			<b>\$60,308.00</b>



## 911 Call Handling Maintenance Quote

### General Information:

Customer Name: <u>Portage County</u>	Date: <u>September 29, 2020</u>
Site Address: <u>1500/1515 Strongs Avenue</u>	Valid Through: <u>November 28, 2020</u>
<u>Stevens Point WI 54481</u>	
Equipment: <u>Vesta Solutions - Vesta 9-1-1 System with Vesta Analytics</u>	Prepared By: <u>Nancy Alfke</u>
Exclusions: <u>All Optional Parts/Spares. UPS</u>	
<u>Customer provided Time Synchronization Equipment</u>	
<u>Optional Server and Workstation Extended Warranties</u>	

### AT&T Maintenance Services -

#### Complete (Hardware Mtce)

- Flat Service Rate
- Parts and Labor Coverage
- 24 Hr Emergency Service for Major Failures at No Additional Charge
- Same-day Response Objectives
  - 2 Hr Response for Emergencies (PBX)
  - 8 Business Hr Response for Routine Repair Service
- Annual System Audits
- Discounted Labor Rates

Vesta Hardware Maintenance Only -			Total Term: 5YR's Annual Billing
	Side A	Side B	
Warranty - Year 1	\$ -	\$ -	
Year 2	\$ 14,653.91	\$ 9,535.63	
Year 3	\$ 14,653.91	\$ 9,535.63	
Year 4	\$ 14,653.91	\$ 9,535.63	
Year 5	\$ 14,653.91	\$ 9,535.63	
<b>Total 5 Year Term:</b>	<b>\$ 58,615.64</b>	<b>\$ 38,142.52</b>	

Vesta Manufacturer Software Support			Total Term: 5YR's Annual Billing
	Side A	Side B	
Warranty - Year 1	\$ 15,060.22	\$ 3,345.28	
Year 2	\$ 15,060.22	\$ 3,345.28	
Year 3	\$ 15,060.22	\$ 3,345.28	
Year 4	\$ 15,060.22	\$ 3,345.28	
Year 5	\$ 15,060.22	\$ 3,345.28	
<b>Total 5 Year Term:</b>	<b>\$ 75,301.10</b>	<b>\$ 16,726.40</b>	

Vesta 911 IP Phones and Software Support			Total Term: 5YR's Annual Billing
	Side A	Side B	
Warranty - Year 1	N/A	\$ 323.38	
Year 2	N/A	\$ 1,061.60	
Year 3	N/A	\$ 1,061.60	
Year 4	N/A	\$ 1,061.60	
Year 5	N/A	\$ 1,061.60	
<b>Total 5 Year Term:</b>	<b>\$ -</b>	<b>\$ 4,569.78</b>	

This Proposal and Quotation, and any purchase made in response to this Proposal and Quotation, are subject to the terms and conditions set forth in the standard AT&T Equipment Solutions-Voice CPE Resale and Support Services Addendum or in the AT&T Business Service Guide-Voice CPE and Services document.

Maintenance excludes headsets, portable/wireless telephones, answering machines, UPS systems, power conditioners and power supplies (including batteries and chargers), consumables and any software which is at a revision level not supported by the software licensor.

Notations: Vesta Solutions S-W Support

**Vesta Solutions Software Support services become effective at system installation and are invoiced at cutover.**



AT&T MULTI-SERVICE AGREEMENT

<b>Customer</b> Portage County Sheriff's Office Street Address: 1500 Strongs Ave. City: Stevens Pointe State/Province: WI Zip Code: 54481 Country: USA	<b>AT&amp;T</b> AT&T Corp.
<b>Customer Contact (for notices)</b> Name: Denise Nash Title: Communications Manager Street Address: 1500 Strongs Ave. City: Stevens Pointe State/Province: WI Zip Code: 54481 Country: USA Telephone: 715 346-1459 Fax: Email: nashd@co.portage.wi.us	<b>AT&amp;T Contact (for notices)</b> Street Address: 23500 Northwestern Hwy. W Bldg City: Southfield State/Province: MI Zip Code: 48077 Country: USA  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
This Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T") (each a "Party") is effective when signed by both Parties ("Effective Date").	

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <http://www.business.att.com/agreement> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable pricing schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at [www.att.com/aup](http://www.att.com/aup) ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the attached provisions and the BSA, the attached provisions take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

**ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

AGREED: Customer

AGREED: AT&T

By: \_\_\_\_\_  
(by its authorized representative)

By: \_\_\_\_\_  
(by its authorized representative)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## AT&T Multi-Service Agreement

**Services:** "Service" or "Services" means all products and services (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

**Execution by Affiliates:** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

**License and Other Terms:** Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term:** Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

**MARC:** Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**Termination and Termination Charges:** Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as

defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

**Billing and Disputes:** If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

**Purchased Equipment:** Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

**Privacy:** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

**Trademarks and Publicity:** Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

**Governing Law:** Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

## Portage County Contract Summary Form

1. County Department: **Portage County Sheriff's Office**
2. Department Administrative Point of Contact: **Sheriff Mike Lukas, 715-346-1400**
3. Contracted Business of Agency Name and Address: **Nelson Systems, Inc., 430 W Jefferson St., Springfield, IL 62702**
4. Business Point of Contact: **Jacob Jiles, Account Manager, 815-822-2255**
5. Description of the purpose and nature of the contract: **This contract will replace the current "NICE" logging/recording system that is beyond the life cycle with Eventide hardware/software equipment. The Eventide equipment utilizes advancements in technology to log and record NG9-1-1 calls, including 9-1-1 text messages.**
6. Justification. (What conditions mandate that this work be done): **The current logging/recording system is end of life and does not have the capability to record NG9-1-1 call handling equipment.**
7. Amount of the contract: **\$29,290.40 plus \$19,435.25 (operational/48 months)**
8. Term of the contract: **TBD with Scope of Work**
9. Contract start date: **TBD**
10. Source of funding (describe whether it is from appropriated funds, contingency funds, grant funds or otherwise): **GRANT FUNDS**
11. Type of contract (new, amended or renewal): **New**
12. Type of award (by bidding, requests for proposals, or direct negotiation. If direct negotiation or RFP, explain why the bidding process was not utilized): **Direct negotiation / H-GAC State Contract**
13. Does the contract require subcontracts: **Yes, Nelson Systems. Non required for the County.**
14. Does the contract require work from other county departments: **Yes, Information Technology, Facilities, and Sheriff's Office.**
15. Has the contract been approved by the County Executive and Finance Department (where necessary): **Pending at the time of submittal.**
16. Does the contract comply with county purchasing policy: **Yes**
17. Does the contract comply with county finance policy: **Yes**
18. Does the contract comply with county ethics policy: **Yes**
19. Where is the original contract filed (signing and filing of contracts is the responsibility of the department): **Munis.**
20. If necessary, has a budget adjustment form been submitted to Finance: **Yes**

### Certification of Summary

The foregoing information has been reviewed and is hereby certified as accurate and correct.

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Administrator (if different than Dept Head)

\_\_\_\_\_  
Date



**Nelson Systems**  
I N C O R P O R A T E D

430 W Jefferson St.  
Springfield, IL 62702  
(800) 851-3348

Office use only

	<b>Customer Sales Contact</b>	<b>Date</b>	9/30/20
Jacob Jiles	Denise Nash	<b>Phone #</b>	715-346-1459
<b>Cust PO#</b>	<b>Customer Project Coordinator</b>	<b>Cust #</b>	3213
		<b>Phone #</b>	
		<b>WO #</b>	
		<b>PO #</b>	
		<b>Zone#</b>	3

**Prepared for:** Portage County Sheriff's Office  
1500 Strongs Ave.  
Stevens Point, WI 54481

**Ship To:** SAME

**Maintenance Agreement**

Standard		Yearly Amt # of months	Total Price
*205-2000	8-5 Service GMA	\$3,381.34	48 \$13,525.36
DXSUS-12MO	Software Update Subscription from Eventide required with GMA purchase		\$4,219.20
	24 Hour Addition		\$3,381.36
		<b>Multi-year Discount</b>	<b>7% -\$1,690.67</b>

**Maintenance Price** **\$19,435.25**

**Summary**

Solution Components	Price
Maintenance Price 24 Hour Service	\$19,435.25
5 years total ( 1y warranty + 48month pre-paid Maintenance Agreement)	
<b>1 YEAR WARRANTY ON NEW HARDWARE AND SOFTWARE, 90 DAY WARRANTY FOR ADD ONS</b>	
Freight and/or sales tax -- to be added if applicable.	\$0.00
<b>Total Investment</b>	<b>\$19,435.25</b>

*Price for presentation purposes only, subject to change based on final configuration. Price quotation does not include freight or sales tax -- to be added to invoiced amount as applicable. Lease rates valid upon acceptance by leasing company. Down payment of 50% on any orders over \$5,000 is required. Final invoice to be sent upon delivery. Invoices are net 10 days - 1.5% per mo on past due balances.*

Customer Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Nelson Systems, Inc. Representative \_\_\_\_\_ Sales Rep # \_\_\_\_\_ Date \_\_\_\_\_

*This document becomes a confirmed sales order upon signature of customer and Nelson Systems, Inc. representative*

*Pricing valid for 60 days.*

**Possession of Equipment**

I have verified that our facility has received all equipment purchased from Nelson Systems, Inc., including CD's, manuals, etc.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_



**Nelson Systems**  
INCORPORATED

430 W Jefferson St.  
Springfield, IL 62702  
(800) 851-3348

Office use only

	<b>Customer Sales Contact</b>	<b>Date</b>	9/30/20	
Jacob Jiles	Denise Nash	<b>Phone #</b>	715-346-1459	<b>WO #</b>
<b>Cust PO#</b>	<b>Customer Project Coordinator</b>	<b>Cust #</b>	#REF!	<b>PO #</b>
		<b>Phone #</b>		<b>Zone#</b> 3

**Prepared for:** Portage County Sheriff's Office  
1500 Strongs Ave.  
Stevens Point, WI 54481

**Ship To:** SAME

**System**

**Hardware/Software**

Product No.	Description	Serial #	Unit Price	Qty	Total Price
<b>NexLog740 DX</b>					
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel		\$7,995.00	1	\$7,995.00
DX701	Integrated 7" Color LCD Touch Screen Display		\$1,595.00	1	\$1,595.00
108233-000	Dual hot-swap power supplies, 120/240 VAC		Standard	1	\$0.00
DX730	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)		Standard	1	\$0.00
DX799	Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage		\$1,850.00	1	\$1,850.00
DX951	Single-port 100/GB PCIe Network Card		\$340.00	1	\$340.00
<b>Rack Mount Kits</b>					
324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		\$360.00	1	\$360.00
<b>Analog Telephone/2-way Radio Channel</b>					
DXANA24	Analog Telephone/2-way Radio Channel Record Card - 24 Channels Each		\$6,000.00	1	\$6,000.00
<b>VOIP</b>					
271052	Internal IP Recorder w/ 8 G.711 Ch. Licenses		\$3,850.00	1	\$3,850.00
271035	Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911		\$1,750.00	1	\$1,750.00

<b>PSAP 9-1-1 Interface and Integrations</b>				
209029	911 NENA ANI/ALI CAD Spill Integration	\$3,495.00	1	\$3,495.00
271140	Interface license for VESTA 911/Callworks IP Audio Recording	\$2,495.00	1	\$2,495.00
DX902	Motorola-Vesta SMS recording via i3 Logging Events	\$4,795.00	1	\$4,795.00
<b>Install Kits</b>				
109033-007	Quick Install Kit (Includes #264242-007 23FT Connector Cable & Punch down Block) STD Telco Pin-Out	\$300.00	1	\$300.00
<b>Software</b>				
271083	MediaWorks DX (Web) Concurrent Access for 8 Users	\$995.00	1	\$995.00
<b>Special Instructions/Transferred items do not order</b>				
<b>System Price (Total of Hardware and Software)</b>				<b>\$35,820.00</b>
<b>Services</b>				
Services	Description	Rate	Qty	Total Price
	Installation, training, and project management			\$3,500.00
<b>Services Price</b>				<b>\$3,500.00</b>
<b>Maintenance Agreement</b>				
Standard		Yearly Amt	# of months	Total Price
*205-2000	8-5 Service GMA	\$3,381.34	12	\$3,381.34
DXSUS-12MO	Software Update Subscription from Eventide required with GMA purchase			\$1,054.80
<b>Maintenance Price</b>				<b>Annual Maintenance Price Following 1 year Warranty \$4,436.14</b>

Summary		
Solution Components		Price
System Price		\$35,820.00
Services Price		\$3,500.00
Maintenance Price	Declined	\$0.00
Discount	28.00%	-\$10,029.60
Trade in allowance		\$0.00
<b>1 YEAR WARRANTY ON NEW HARDWARE AND SOFTWARE, 90 DAY WARRANTY FOR ADD ONS</b>		
Freight and/or sales tax -- to be added if applicable.		\$0.00
<b>Total Investment</b>		<b>\$29,290.40</b>

*Price for presentation purposes only, subject to change based on final configuration. Price quotation does not include freight or sales tax -- to be added to invoiced amount as applicable. Lease rates valid upon acceptance by leasing company. Down payment of 50% on any orders over \$5,000 is required. Final invoice to be sent upon delivery. Invoices are net 10 days - 1.5% per mo on past due balances.*

Customer Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Nelson Systems, Inc. Representative \_\_\_\_\_ Sales Rep # \_\_\_\_\_ Date \_\_\_\_\_

*This document becomes a confirmed sales order upon signature of customer and Nelson Systems, Inc. representative*

*Pricing valid for 60 days.*

**Possession of Equipment**

I have verified that our facility has received all equipment purchased from Nelson Systems, Inc., including CD's, manuals, etc.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS:

**RE: Reorganization of Portage County Health and Human Services Community Health Nurse positions**

WHEREAS, the Portage County Health and Human Services (PCHHS)-Division of Public Health Maternal Child Health and Prenatal Care Coordination programs offer services to assist women with achieving a healthy birth outcome and services that assist new families with a healthy development of their newborn; and

WHEREAS, the COVID-19 pandemic has caused the Division of Public Health to temporarily shift the priority to pandemic response and has caused other changes that have impacted service delivery and staffing numbers in the division; and

WHEREAS, prior to the pandemic the division dedicated 131 hours per week to the programs and after the loss of school nursing contracts and retirements there are currently only 120 hours of nursing time dedicated to the programs; and

WHEREAS, the department will be eliminating community health nursing positions, that had hours dedicated to school nursing contracts, but will be retaining the hours from those position that were dedicated to MCH and PNCC duties and reallocating those hours to current positions; and

WHEREAS, the department identified two community health nursing positions, a twenty-three (23) and a twenty-seven (27) hour per week positions, to add eight and four hours per week respectively, and those additional hours will meet the needs of the program at 132 hours per week; and

WHEREAS, according to Human Resource policy 3.11.5.1 any position that is requested to have 10 or more weekly hours added or an increase of \$5,000 or more shall be treated as a new position request; and

FISCAL NOTE: This resolution has no budget impact as the hours are currently budgeted and this is just a reallocation of those hours to current positions.

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors authorizes the reallocation of 12 hours per week that results in one 23 hour per week and one 27 hour per week community health nurse positions becoming two 31 hour per week community health nurse positions for the Health and Human Services Department with the funding coming from current budgeted funds

Dated the 13<sup>th</sup> day of October, 2020.

RESPECTFULLY SUBMITTED

PORTAGE COUNTY HEALTH AND HUMAN SERVICES BOARD  
September 14, 2020

Aye  
Chris Doubek, Chair

Aye  
Gerry Zastrow, Vice Chair

Aye  
Dave Medin

Aye  
Bob Gifford

Aye  
Julie Morrow

Aye  
Dr Joseph Jarabek, Citizen

Aye  
Jeanne Dodge

excused  
James Clark, Citizen

Aye  
Donna Warzynski, Citizen

PORTAGE COUNTY HUMAN RESOURCE COMMITTEE  
Date: September 22, 2020

Aye  
Larry Raikowski, Chair

Aye  
Vinnie Miresse, Vice Chair

Aye  
Gerry Zastrow

Aye  
Matt Jacowski

Aye  
Meleesa Johnson

RESOLUTION NO. \_\_\_\_\_

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS

RE: REAPPOINTMENT OF COUNTY WEED COMMISSIONER

WHEREAS, noxious weeds are increasingly prevalent within the County creating health, economic and ecological threats; and

WHEREAS, the control of invasive species is listed as a priority action in the Portage County Land and Water Resource Management Plan; and

WHEREAS, Portage County designated John Eron as County Weed Commissioner without compensation on June 20, 2017, Resolution 140-2016-2018 and reappointed Eron on October 16, 2018, Resolution 63-2018-2020; and

WHEREAS, John Eron has provided noxious weed control since 2017 and is willing to continue to serve as County Weed Commissioner at no cost to the County.

FISCAL NOTE: There are no fiscal obligations for the county associated with this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Portage hereby reappoints John Eron as the Portage County Weed Commissioner for a two-year term to carry out duties authorized by WI State Statute 66.0517(3)(a).

BE IT FURTHER RESOLVED, that any expense and liability incurred by John Eron as Weed Commissioner will not be covered by Portage County.

DATED THIS 13th DAY OF OCTOBER, 2020

RESPECTFULLY SUBMITTED,

PORTAGE COUNTY LAND AND WATER CONSERVATION COMMITTEE

Date: October 6, 2020

Aye  
Barry Jacowski, Chair

Aye  
Gerry Zastrow, Vice-Chair

Aye  
Julie Morrow, Secretary

Aye  
Matt Jacowski

Aye  
Mildred Neville

Excused  
John Ruzicka

Resolution Number: \_\_\_\_\_

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS

RE: RESOLUTION APPROVING AND AUTHORIZING THE AGING AND DISABILITY RESOURCE CENTER TO ENTER INTO A SERVICE CONTRACT WITH THE CITY OF STEVENS POINT CENTRAL TRANSIT OFFICE FOR THE PROVISION OF RIDES FOR SENIORS AND ADULTS WITH DISABILITIES

WHEREAS, the Aging and Disability Resource Center of Portage County (ADRC) has previously contracted with the City of Stevens Point Central Transportation Department to provide rides for seniors and adults with disabilities including delivery of noon meals for the ADRC's dining sites; and

WHEREAS, both the ADRC and Central Transportation desire to enter into such a contract for another year and eight months; and

WHEREAS, the ADRC's projected approximate cost for services under this contract in 2020-2021 is \$420,999; and

WHEREAS, in order to comply with the Portage County Purchasing Ordinance 3.7.11 Contracts and Leases, all leases or contracts for services exceeding \$100,000 requires County Executive, governing committee and approval of the County Board.

FISCAL NOTE: The costs associated with this contract are appropriated in the ADRC budget for the years 2020 and 2021. Any subsequent contracts for services will also be appropriated as part of the annual budget process. No additional or contingency funding is required and this is not a budget adjustment resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors hereby approves and authorizes the Aging and Disability Resource Center to enter into a contract with the City of Stevens Point Central Transportation for the provision of rides for seniors and adults with disabilities for the term of May 1, 2020 through December 31, 2021 as set forth in the attached contract summary form.

Dated this 13<sup>th</sup> day of October, 2020.

Respectfully submitted,

COMMISSION ON AGING/AGING & DISABILITY RESOURCE CENTER BOARD:

DATE: OCTOBER 1, 2020

EXCUSED  
E. John Buzza, Chair

AYE  
Cathy Jones Ferk

AYE  
Bob Gifford, Vice Chair

AYE  
Mike Splinter

AYE  
Ellie Brush

AYE  
Bernice Woitczak

AYE  
Bernie Coulthurst

AYE  
Bill Zimdars

AYE  
Meleesa Johnson

AYE  
Barbara Zwickey

## Portage County Contract Summary Form

1. County Department:  
Aging & Disability Resource Center of Portage County
2. Department Administrative Point of Contact (name address and phone):  
Aging & Disability Resource Center of Portage County  
Cynthia L. Piotrowski, Director  
1519 Water Street  
Stevens Point, WI 54481  
715-346-1401
3. Contracted Business of Agency Name and Address:  
City of Stevens Point  
Mike Wiza, Mayor  
1515 Strongs Avenue  
Stevens Point, WI 54481
4. Business Point of Contact (name address and phone):  
Susan Lemke, Transportation Manager  
Central Transportation  
2700 Week Street  
Stevens Point, WI 54481  
(715) 341-4490
5. Description of the purpose and nature of the contract (one paragraph general description of the nature of the services and products involved):  
The Transportation program provides many services for seniors and adults with disabilities as well as for the ADRC. The delivery of food to seniors in their homes and to the dining sites is an important component of overall services.
6. Justification (What conditions mandate that this work be done):  
The two programs were combined into one beginning in 2018 with great success. Senior transportation funding is administered by the Aging & Disability Resource Center of Portage County in order to serve people in compliance with the Older Americans Act, Senior Community Services Program Funding, the State of Wisconsin 85.21 funding and levy from Portage County. Older American Act and Senior Community Services program are granted by the federal and state governments through the Greater Wisconsin Agency on Aging Resources to be administered by the Aging & Disability Resource Center for this purpose. The 85.21 program is funded by the Wisconsin Department of Transportation
7. Amount of the contract:  
\$420,999
8. Term of the contract:  
Twenty (20) months, May 1, 2020 to December 31, 2021 – this contract will then go to calendar years beginning in 2022
9. Contract start date:  
May 1, 2020

10. Source of funding (describe whether it is from appropriated funds, contingency funds, grant funds or otherwise):  
The costs associated with this contract are funded primarily by 85.21 grant, Older Americans Act, Portage County Levy monies granted by the federal and state governments and have been provided for in the Aging and Disability Resource Center's 2020 & 2021 budgets.  
  
Subsequent years will be provided for in the annual budget. No additional or contingency funding is required.
11. Type of contract (new, amended or renewal):  
Renewal
12. Type of award (by bidding, requests for proposals, or direct negotiation. If direct negotiation or RFP, explain why the bidding process was not utilized):  
Direct negotiation via a Joint Agreement between the Aging & Disability Resource Center of Portage County and the City of Stevens Point – Central Transportation Department
13. Does the contract require subcontracts:  
No
14. Does the contract require work from other county departments:  
Yes – the Finance Department is involved in the process of budgeting and paying for the program.
15. Has the contract been approved by the County Executive and Finance Department (where necessary):  
Yes
16. Does the contract comply with county purchasing policy:  
Yes
17. Does the contract comply with county finance policy:  
Yes
18. Does the contract comply with county ethics policy:  
Yes
19. Where is the original contract filed (signing and filing of contracts is the responsibility of the department):  
Aging & Disability Resource Center of Portage County
20. If necessary, has a budget adjustment form been submitted to Finance:  
N/A

Certification of Summary

The foregoing information has been reviewed and is hereby certified as accurate and correct.

*Cynthia L. Piotrowski*

\_\_\_\_\_  
Cynthia L. Piotrowski, Department Head  
ADRC Director

September 24, 2020

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING THE SALE OF \$2,295,000  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A

WHEREAS, on September 15, 2020, the County Board of Supervisors of Portage County, Wisconsin (the "County"), by a vote of at least 3/4 of the members-elect, adopted an initial resolution authorizing the issuance of general obligation promissory notes in an amount not to exceed \$2,295,000 for the public purpose of financing highway improvement projects (the "Project") (the above-referenced initial resolution is referred to herein as the "Initial Resolution");

WHEREAS, on September 15, 2020, the County Board of Supervisors of the County also adopted a resolution (the "Set Sale Resolution") providing that the general obligation promissory notes authorized by the Initial Resolution be issued and sold as a single issue of notes designated as "General Obligation Promissory Notes, Series 2020A" (the "Notes") for the purpose of paying the cost of the Project;

WHEREAS, the County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the County is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the County directed PFM Financial Advisors LLC ("PFM") to take the steps necessary to sell the Notes;

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on October 13, 2020;

WHEREAS, the County Clerk (in consultation with PFM) caused notice of the sale of the Notes to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale;

WHEREAS, the County has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. PFM has recommended that the County accept the Proposal. A copy of said

Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The County Board of Supervisors hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by PFM are hereby ratified and approved in all respects. All actions taken by officers of the County and PFM in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION TWO HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$2,295,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2020A"; shall be issued in the aggregate principal amount of \$2,295,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes are not subject to optional redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2020 through 2023 for the payments due in the years 2021 through 2024 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2020A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and

interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County

further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute

owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and

the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded October 13, 2020.

\_\_\_\_\_  
Allen Haga, Jr.  
Chairperson

ATTEST:

\_\_\_\_\_  
Kayla R. Filen  
County Clerk

(SEAL)

Dated this 13th day of October, 2020.

RESPECTFULLY SUBMITTED,

FINANCE COMMITTEE

*Aye*

\_\_\_\_\_  
Jeanne Dodge, Chair

*Aye*

\_\_\_\_\_  
Larry Raikowski, Vice-Chair

*Aye*

\_\_\_\_\_  
Dave Ladick

*Aye*

\_\_\_\_\_  
Julie Morrow

*Aye*

\_\_\_\_\_  
Dennis Raabe

DRAFT

EXHIBIT A

Official Notice of Sale

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Note)

REGISTERED  
NO. R-\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
PORTAGE COUNTY

DOLLARS  
\$\_\_\_\_\_

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

June 1, \_\_\_\_\_, 2020 \_\_\_\_\_%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, Portage County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,295,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of financing highway improvement projects, as authorized by resolutions adopted on September 15, 2020 and October 13, 2020. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

This Note is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes after the Record Date. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Portage County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

PORTAGE COUNTY, WISCONSIN

By: \_\_\_\_\_

Allen Haga, Jr.  
Chairperson

(SEAL)

By: \_\_\_\_\_

Kayla R. Filen  
County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

RESOLUTION NO. \_\_\_\_\_

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS:

RE: ESTABLISHING FUND BALANCE CLASSIFICATIONS AS REQUIRED BY GASB STATEMENT NO. 54, FUND BALANCE REPORTING AND GOVERNMENTAL FUND TYPE DEFINITIONS

WHEREAS, in February 2009, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions which requires implementation by Portage County for financial statements ending December 31, 2011 and thereafter; and

WHEREAS, this statement established new hierarchy of classifications based on the extent which a government is to observe constraints placed on fund balance and while this will not affect the calculation of fund balance, it significantly changes fund balance components to eliminate inconsistency in how fund balance is reported between governments making fund balance classifications more easily understood by financial statement users; and

WHEREAS, GASB Statement No. 54 establishes five components of fund balance as follows: Nonspendable, Restricted, Committed, Assigned and Unassigned; and

WHEREAS, by definition, committed funds are imposed at the government's highest level of decision making, the County Board, and are binding unless removed in the same manner with formal action taken prior to the end of the fiscal year; and

WHEREAS, the County Board formally took action in November 2019 prior to the end of the 2019 fiscal year to commit funds and now must evaluate the current committed funds for fiscal year 2020 and make any necessary changes prior to the end of the current fiscal year; and

WHEREAS, the County Board formally designates the funds as committed as listed in the attachment for Portage County financial statements ending December 31, 2020.

FISCAL NOTE: This resolution does not change the total amount reported as fund balance amount for Portage County, but rather classifies certain balances as committed by action of the County Board. Those funds committed by the County Board are listed in the attachment and the listing will be maintained by the Finance Director. This action does not have any impact on nonspendable, restricted, and unassigned designations of fund balance. The balances as reported in the attachment are estimates only based on the current fiscal year projections.

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors hereby commits fund balances in accordance with GASB Statement No. 54 effective for the County's financial statements ending December 31, 2020.

DATED THIS 13<sup>TH</sup> DAY OF OCTOBER, 2020.

RESPECTFULLY SUBMITTED,

PORTAGE COUNTY FINANCE COMMITTEE

DATE: October 5, 2020

Aye

\_\_\_\_\_  
Jeanne Dodge, Chair

Aye

\_\_\_\_\_  
Dennis Raabe

Aye

\_\_\_\_\_  
Larry Raikowski, Vice Chair

Aye

\_\_\_\_\_  
Julie Morrow

Aye

\_\_\_\_\_  
Dave Ladick

Portage County  
Changes in Fund Balance/Net Position

*Projections Only*

Department	Description	12/31/2019	2020	12/31/2020	Reporting Category
		Estimated	Projections	Estimated	
Treasurer/Investments	Delinquent Property Taxes	3,064,933.91	-	3,064,933.91	Nonspendable
Sheriff	Federal Sheriff Forfeitures	106,564.13	-	106,564.13	Restricted
Sheriff	State Sheriff Forfeitures	49,375.83	1,725.00	51,100.83	Restricted
Sheriff	DNR Safety Program	4,751.12	-	4,751.12	Restricted
Register of Deeds	Public Access System	176,940.10	(138,540.10)	38,400.00	Committed
Parks	State Trail	21,405.56	2,425.00	23,830.56	Restricted
Planning & Zoning	Central Wisconsin Windshed Partnership	73,586.09	-	73,586.09	Restricted
Library	SCLS Improvements	8,358.60	-	8,358.60	Committed
County Clerk	Elections	191,406.44	(70,168.00)	121,238.44	Committed
Corporation Counsel	Legal Services	15,000.00	-	15,000.00	Committed
County Board	Internal Audit/Operations Review	82,264.37	15,000.00	97,264.37	Committed
District Attorney	Expert Witness	19,929.28	-	19,929.28	Committed
Miscellaneous Benefits	Miscellaneous Benefits	361,920.70	(80,380.00)	281,540.70	Committed
General Insurance	General Liability	290,635.12	(48,287.00)	242,348.12	Committed
Facilities	Equipment Replacement	15,239.18	2,500.00	17,739.18	Committed
Facilities	Vehicle Replacement	45,000.00	(25,000.00)	20,000.00	Committed
Sheriff	Sheriff Donations (K-9)	93,966.71	(42,000.00)	51,966.71	Committed
Sheriff	Juvenile Detention Program	355,126.79	-	355,126.79	Committed
Sheriff	Vehicle Replacement	143,697.43	15,750.00	159,447.43	Committed
Sheriff	Sheriff Fuel	64,800.00	-	64,800.00	Committed
Sheriff	Sheriff Range Improvements	29,582.03	800.00	30,382.03	Committed
Sheriff	Inmate Welfare Program	62,371.00	1,576.00	63,947.00	Committed
Veterans	Veterans Donations	73,206.37	(500.00)	72,706.37	Committed
Library	Library Memorial Bequests	3,303.40	(750.00)	2,553.40	Committed
Library	Library Trust Donations	(0.00)	-	(0.00)	Committed
Library	Vehicle Replacement	31,065.00	-	31,065.00	Committed
Parks	Parks Misc Donations	10,100.00	219.00	10,319.00	Committed
Parks	Parks Fuel	11,544.00	-	11,544.00	Committed
Parks	Hydroplant Fund	72,586.66	(8,467.00)	64,119.66	Committed
Parks	Pulpwood & Firewood	40,127.66	(2,500.00)	37,627.66	Committed
Parks	Equipment Replacement	121,903.96	(4,575.00)	117,328.96	Committed
Parks	Parks Boat Launch	63,887.00	19,755.00	83,642.00	Committed
Planning & Zoning	Professional Services	30,000.00	-	30,000.00	Committed
Planning & Zoning	Tree Planter Fund	17,148.02	(44.00)	17,104.02	Committed
Planning & Zoning	Land Conservation - CAD	8,422.84	(8,422.84)	-	Committed
Planning & Zoning	Vehicle Replacement	35,516.90	(13,159.00)	22,357.90	Committed
Planning & Zoning	Water Quality	10,000.00	5,000.00	15,000.00	Committed
General Accounts	Transitional Funds	565,144.75	-	565,144.75	Committed
Auto Pool	Vehicle Replacement	46,738.02	-	46,738.02	Committed
Land Preservation	Land Preservation Fund	12,400.93	(12,400.93)	-	Committed
Sales Tax	Sales Tax	1,565,773.21	(163,000.00)	1,402,773.21	Assigned
General Accounts	Undesignated Fund Balance	15,206,630.68	913,262.75	16,119,893.43	Unassigned
Prepays	Prepaid Items	45,703.25	(45,703.25)	-	Nonspendable
Contingency	Contingency Fund Balance	1,174,435.58	-	1,174,435.58	Unassigned
General Fund	Reserved for Purchase Orders	131,936.63	(131,936.63)	-	Assigned
Highway-Special Revenue	Bridge Aid	154,634.02	(38,643.00)	115,991.02	Restricted
Highway-Special Revenue	Debt Service	461,657.39	(461,657.39)	-	Restricted
Highway-Special Revenue	Vehicle Registration Fee	1,082,770.00	1,544,142.00	2,626,912.00	Restricted
Highway-Special Revenue	General Shop Maintenance	300,000.00	-	300,000.00	Committed
Highway-Special Revenue	General Highway Maintenance	400,000.00	-	400,000.00	Committed
Highway-Special Revenue	Construction Projects - Designated	2,358,392.50	937,713.39	3,296,105.89	Committed
Highway-Special Revenue	Construction Projects - Undesignated	-	-	-	Assigned

Portage County  
Changes in Fund Balance/Net Position

*Projections Only*

Department	Description	12/31/2019 Estimated	2020 Projections	12/31/2020 Estimated	Reporting Category
Health & Human Services	Prevention Donations I	63,253.24	(15,000.00)	48,253.24	Committed
Health & Human Services	Dental Program	90,650.85		90,650.85	Committed
Health & Human Services	Portage House	106,486.88		106,486.88	Committed
Health & Human Services	Administration	2,500.00		2,500.00	Assigned
Health & Human Services	Public Health	-		-	Assigned
Health & Human Services	MH/SMI Donations	994.25		994.25	Assigned
Health & Human Services	Child Welfare Donations	2,202.06		2,202.06	Assigned
Health & Human Services	Foster Care Coordination	1,104.73		1,104.73	Assigned
Health & Human Services	Prepaid Items	100.00		100.00	Nonspendable
Health & Human Services	HHS High Cost	2,282,440.59	1,018,728.00	3,301,168.59	Assigned
Aging & Disability Resource Center	Prepaid Items	-		-	Nonspendable
Aging & Disability Resource Center	Koskenlinna Endowment	56,932.08		56,932.08	Restricted
Aging & Disability Resource Center	Koskenlinna Endowment	4,647.50		4,647.50	Restricted
Aging & Disability Resource Center	Estate (Bartkowiak) - Senior Programs	42,151.70		42,151.70	Restricted
Aging & Disability Resource Center	Nutrition Program	15,000.00		15,000.00	Committed
Aging & Disability Resource Center	Lincoln Center	62,974.82		62,974.82	Committed
Aging & Disability Resource Center	Adult Day Center	41,658.13	(2,402.00)	39,256.13	Committed
Aging & Disability Resource Center	Project Lifesaver	29,164.35		29,164.35	Committed
Aging & Disability Resource Center	Volunteer Caregivers	39,614.65		39,614.65	Committed
Aging & Disability Resource Center	Vehicle Replacement	201,976.59	(2,000.00)	199,976.59	Committed
Aging & Disability Resource Center	Future ADRC Projects	23,097.84		23,097.84	Committed
Aging & Disability Resource Center	RSVP	31,012.57		31,012.57	Assigned
Aging & Disability Resource Center	Senior Center	17,262.43		17,262.43	Assigned
Aging & Disability Resource Center	Loan Closet	27,802.27		27,802.27	Assigned
Aging & Disability Resource Center	Rous Memorial	5,582.22		5,582.22	Assigned
Aging & Disability Resource Center	Dementia Care Specialist	7,000.00		7,000.00	Assigned
Land Records Modernization	Land Records Modernization	112,235.06	(34,058.00)	78,177.06	Restricted
Jail Assessment	Jail Assessment	526,595.75	34,100.00	560,695.75	Restricted
Ambulance	Prepaid Items	13,891.58	(5,327.86)	8,563.72	Nonspendable
Ambulance	Ambulance	348,619.47	28,431.88	377,051.35	Restricted
Ambulance	Reserved for Purchase Orders	76,255.02	(76,255.02)	-	Restricted
Ambulance	Ambulance Vehicle/Equipment Replcmnt	325,235.12	32,917.00	358,152.12	Restricted
Business Park	Business Park	7,544,941.02	-	7,544,941.02	Committed
CDBG	CDBG Working Account	54,233.84	(54,234.00)	(0.16)	Restricted
REDRLF	REDRLF	46,421.12	60.00	46,481.12	Restricted
Debt Service	Debt Service	239,932.55	(124,482.00)	115,450.55	Nonspend/Restrict
Capital Projects	Debt Restricted	174,555.19	(174,555.19)	-	Restricted
Capital Projects	Committed CIP Projects	4,637,939.66	341,948.73	4,979,888.39	Committed
Capital Projects	CIP Undesignated Fund Balance	3,553,987.29	699,268.59	4,253,255.88	Assigned
Capital Projects	Reserved for Purchase Orders	1,028,840.02	(1,028,840.02)	-	Restricted
Capital Projects	Reserved for Purchase Orders	543,112.11	(543,112.11)	-	Committed
	Governmental Funds TOTAL	51,694,287.71	2,258,922.00	53,953,209.71	

RESOLUTION NO. \_\_\_\_\_

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS

RE: AUTHORIZING A 2020 BUDGET ADJUSTMENT FOR THE SOLID WASTE DEPARTMENT DUE TO INCREASED SWAP VOLUME

WHEREAS, the County Solid Waste Department (and state law) require the proper disposal of solid waste to a licensed landfill; and

WHEREAS, the County Solid Waste Department has an agreement with Marathon County to provide a minimum of 25,200 tons of solid waste each year to the Marathon County Landfill; and

WHEREAS, the County Solid Waste Department has an agreement with Advanced Disposal Services to provide Marathon County with the required tonnage on behalf of the Solid Waste Department (SWAP Agreement); and

WHEREAS, the County Solid Waste Department in return provides solid waste to the Advanced Disposal Services owned landfill in Wisconsin Rapids on behalf of Advanced Disposal Services; and

WHEREAS, the Solid Waste Department pays Marathon County, as part of the SWAP Agreement, a per ton fee to dispose of the solid waste that Advanced Disposal Services disposes of in the landfill on the Department's behalf; and

WHEREAS, Advanced Disposal reimburses the Solid Waste Department each quarter for the amount of solid waste tipped at the Marathon County Landfill that is above the amount of solid waste tipped at the Cranberry Creek Landfill and vis versa; and

WHEREAS, thus far in 2020 the volume of solid waste tipped at the Marathon County Landfill has increased over 2020 projections; and

WHEREAS, due to the increased volume of solid waste tipped at the Marathon County Landfill, the Solid Waste Department has paid Marathon County more than projected for 2020; and

WHEREAS, due to the increased volume of solid waste being tipped at the Marathon County Landfill the Solid Waste Department's revenue will be higher than originally projected; and

WHEREAS, in order to comply with the Portage County Fiscal Ordinance 3.8.8 Budget Deficit and Budget Adjustment Resolutions, any budget modification requires County Executive, governing and finance committee approval, and 2/3 supermajority of the County Board.

FISCAL NOTE: This adjustment will increase the budgeted expenses by \$315,000 (Account # 62322020-52545) and budgeted revenues by \$315,000 (Account # 62322000-46431). The increased revenue will offset the increased expenses.

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors hereby authorizes the Solid Waste budget adjustment of \$315,000.

DATED THIS 13<sup>TH</sup> DAY OF OCTOBER 2020.

RESPECTFULLY SUBMITTED,

PORTAGE COUNTY SOLID WASTE MANAGEMENT BOARD

Date: September 23, 2020

          AYE            
Vinnie Miresse, Chair

          AYE            
Dave Medin, Vice Chair

          AYE            
Gerry Zastrow

          EXCUSED        
Mike Wiza

          AYE            
Joan Honl

          AYE            
Steve Fritz

          AYE            
Mildred Neville

          AYE            
John Holdridge

          AYE            
James Zach

PORTAGE COUNTY FINANCE COMMITTEE

Date: October 5, 2020

          Aye            
Jeanne Dodge, Chair

          Aye            
Larry Raikowski, Vice Chair

          Aye            
Dave Ladick

          Aye            
Julie Morrow

          Aye            
Dennis Raabe

RESOLUTION NO. \_\_\_\_\_

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS

RE: AUTHORIZING A 2020 BUDGET ADJUSTMENT FOR THE SOLID WASTE DEPARTMENT DUE TO INCREASED TRANSFER FACILITY VOLUME

WHEREAS, the County Solid Waste Department (and state law) require the transport of solid waste to a licensed landfill; and

WHEREAS, the Solid Waste Department pays Mykisen & Sons Trucking, as part of the Transfer Facility Operations Agreement, a per ton fee to transport the solid waste to a licensed landfill; and

WHEREAS, thus far in 2020 the volume of incoming solid waste has increased year-to-date 24.29% over 2019; and

WHEREAS, due to the increased volume of solid waste the Solid Waste Department has paid Mykisen & Sons Trucking more than projected for 2020; and

WHEREAS, due to the increased volume of solid waste the Solid Waste Department's revenue will be higher than originally projected; and

WHEREAS, in order to comply with the Portage County Fiscal Ordinance 3.8.8 Budget Deficit and Budget Adjustment Resolutions, any budget modification requires County Executive, governing and finance committee approval, and 2/3 supermajority of the County Board.

FISCAL NOTE: This adjustment will increase the budgeted expenses by \$75,000 (Account # 62322020-52545) and budgeted revenues by \$75,000 (Account # 62322000-46431). The increased revenue will offset the increased expenses.

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors hereby authorizes the Solid Waste budget adjustment of \$75,000.

DATED THIS 13<sup>TH</sup> DAY OF OCTOBER 2020.

RESPECTFULLY SUBMITTED,

PORTAGE COUNTY SOLID WASTE MANAGEMENT BOARD

Date: September 23, 2020

\_\_\_\_\_  
AYE  
Vinnie Miresse, Chair

\_\_\_\_\_  
AYE  
Dave Medin, Vice Chair

\_\_\_\_\_  
AYE  
Gerry Zastrow

EXCUSED \_\_\_\_\_  
Mike Wiza

AYE \_\_\_\_\_  
Joan Honl

AYE \_\_\_\_\_  
Steve Fritz

AYE \_\_\_\_\_  
Mildred Neville

AYE \_\_\_\_\_  
John Holdridge

AYE \_\_\_\_\_  
James Zach

PORTAGE COUNTY FINANCE COMMITTEE

Date: October 5, 2020

*Aye* \_\_\_\_\_  
Jeanne Dodge, Chair

*Aye* \_\_\_\_\_  
Larry Raikowski, Vice Chair

*Aye* \_\_\_\_\_  
Dave Ladick

*Aye* \_\_\_\_\_  
Julie Morrow

*Aye* \_\_\_\_\_  
Dennis Raabe

RESOLUTION NO. \_\_\_\_\_

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS:

RE: AUTHORIZING A 2020 BUDGET ADJUSTMENT FOR THE SOLID WASTE DEPARTMENT RELATED TO THE PROCESSING OF RECYCLABLE MATERIALS

WHEREAS, the County Solid Waste Department requires the processing of member municipality Recyclable Materials and in doing so, has entered into an agreement with Advanced Disposal Services Midwest, LLC to operate the Material Recovery Facility; and

WHEREAS, the Material Recovery Facility Operator Agreement specifies a per ton processing fee for all recyclable material processed by Advanced Disposal Services Midwest, LLC at the Material Recovery Facility; and

WHEREAS, as part of the Agreement Advanced Disposal Services Midwest, LLC issues payments to the Solid Waste Department when the market value of processed materials is above the per ton processing fee; and

WHEREAS, thus far in 2020 the inbound monthly volume of material has increased on an average of 36.94 tons over predicted 2020 volumes; and

WHEREAS, in order to comply with the Portage County Fiscal Ordinance 3.8.8 Budget Deficit and Budget Adjustment Resolutions, any budget modification requires County Executive, governing and finance committee approval, and 2/3 supermajority of the County Board.

FISCAL NOTE: This adjustment will increase the budgeted expenses by \$13,150 (Account # 62323020-52000). The resulting difference will be funded by the Solid Waste fund balance account (Account # 62323000-49300).

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors hereby authorizes the 2020 budget adjustment of \$13,150 to amend the 2020 Solid Waste Department budget.

DATED THIS 13<sup>TH</sup> DAY OF OCTOBER 2020.

RESPECTFULLY SUBMITTED,

PORTAGE COUNTY SOLID WASTE MANAGEMENT BOARD

Date: September 23, 2020

\_\_\_\_\_  
AYE  
Vinnie Miresse, Chair

\_\_\_\_\_  
AYE  
Dave Medin, Vice Chair

\_\_\_\_\_  
AYE  
Gerry Zastrow

EXCUSED  
Mike Wiza

AYE  
Joan Honl

AYE  
Steve Fritz

AYE  
Mildred Neville

AYE  
John Holdridge

AYE  
James Zach

PORTAGE COUNTY FINANCE COMMITTEE

Date: October 5, 2020

Aye  
Jeanne Dodge, Chair

Aye  
Larry Raikowski, Vice Chair

Aye  
Dave Ladick

Aye  
Julie Morrow

Aye  
Dennis Raabe