



**ROCK COUNTY BOARD OF SUPERVISORS' MEETING
THURSDAY, FEBRUARY 27, 2020 – 6:00 P.M.
COUNTY BOARD ROOM/COURTROOM H
FOURTH FLOOR/COURTHOUSE EAST**

Agenda

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES – February 13, 2020
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
 - A. Appointment to the Wisconsin PACE Commission
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
10. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
11. REPORTS
 - A. Human Services Department Projects and Priorities Update – Kate Luster
12. NEW BUSINESS
 - A. Supplementary Appropriations and Budget Changes - Roll Call
 - 1) Contracting for Additional Architectural/Engineering Design Services for the Renovation of 1717 Center Ave. Building and Amending the 2020 Facilities Management Budget
 - B. Contracts – Roll Call
 - 1) Authorizing Purchase of 2020 Budgeted Laptops
 - 2) Retaining Venture Architects for Consulting Services to Conduct a Future Needs Assessment of Rock County Sheriff's Office Huber Program
 - 3) Awarding Contract for Sound System Replacement in Courtroom H
13. ADJOURNMENT

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail countyadmin@co.rock.wi.us at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

COUNTY, WISCONSIN
Office of the Rock County Clerk
51 South Main Street
Janesville, WI 53545



Office: (608) 757-5660
Fax: (608) 757-5662
www.co.rock.wi.us

Lisa Tollefson, Rock County Clerk

PROCEEDINGS OF THE
ROCK COUNTY BOARD OF SUPERVISORS

Janesville, Wisconsin
February 13, 2020

The Rock County Board of Supervisors met, pursuant to adjournment on January 23, 2020, at 6:00 p.m. in the Courthouse at Janesville, Wisconsin.

Chair Podzilni called the meeting to order. Supervisor Fox gave the invocation.

3. Roll Call.

At roll call, Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni were present. Supervisors Fell, Gustina, Bussie and Knudson were absent. PRESENT – 25. ABSENT – 4.

QUORUM PRESENT

4. Adoption of Agenda

Supervisors Bostwick and Yeomans moved the Agenda. Agenda ADOPTED as follows:

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES – January 23, 2020
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
 - A. Appointments to the Children's Community Options Program (CCOP) Committee
 - B. Appointment to the Coordinated Services Team (CST) Advisory Committee
 - C. Appointment to the Criminal Justice Coordinating Council (CJCC)
 - D. Appointments to the Council on Aging Advisory Board/Council on Aging Nutrition Advisory Council
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
 - A. Recognizing Deputy Shawn P. Nolan
10. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
11. REPORTS
 - A. ~~Human Services Department Projects and Priorities Update – Kate Luster~~
12. NEW BUSINESS
 - A. Supplementary Appropriations and Budget Changes – Roll Call
 - 1) Authorizing Acceptance of Anti-Methamphetamine Task Force Program Grant
 - 2) Amending the 2020 Human Services Department Budget to Accept a Community Mental Health Services Block Grant Supplemental Award for FFY 2020 and Creating a 1.0 FTE Human Services Professional Position Embedded in the Janesville Police Department

- 3) Amending the 2019 Council on Aging Budget to Adjust Title C1, C2 Allocations
- 4) Amending the 2020 Council on Aging Budget to Adjust Title III-B, C1, C2 NSIP, Title III-D, NFCSP, AFSCP, MIPPA and SHIP Allocations
- 5) Acceptance of Wisconsin Department of Natural Resources County Conservation Aids Grant Funds and Amending Parks Budget
- 6) Creating Five 0.4 FTE and One 0.15 FTE Positions and Amending the Council on Aging Budget
- 7) Authorizing Part-Time Deputy Positions for Courthouse Screening and Amending the 2020 Budget
- B. Contracts – Roll Call
 - 1) Authorizing Award of Contract for Indianford Park Vault Toilet Building
 - 2) Authorization for Radio System Equipment Upgrade and Simulcast
 - 3) Retaining Architectural/Engineering Firm for Design Services for the Renovation of District Attorney Department Space at the Courthouse
 - 4) Authorizing Purchase of Motor Pool Vehicles for the Rock County Department of Public Works (Land Conservation Department)
 - 5) Authorizing Purchase of Motor Pool Vehicles for the Rock County Department of Public Works (District Attorney's Office)
 - 6) Authorizing Purchase of Motor Pool Vehicles for the Rock County Department of Public Works (Human Services Department)
 - 7) Authorizing Purchase of Motor Pool Vehicles for the Rock County Department of Public Works (Health Department)
- C. Increasing the Number of Rock County Transportation Coordinating Committee Members to Include a Healthcare, Medical or Related Professional Representative
- D. Creating a 1.0 FTE Enterprise Desktop Administrator Position and Deleting a 1.0 FTE Instructor/Support Specialist Position
- E. Deleting, Creating and Retitling 2.7 FTE Positions at Rock Haven
- F. Establishing an Advisory Committee to Study the Effects of an Electromagnetic Pulse on Rock County and its Infrastructure
- ~~G. Community Strategic Planning 2020~~

13. ADJOURNMENT

5. Approval of Minutes – January 23, 2020
Supervisors Davis and Rynes moved to approve the minutes as submitted. ADOPTED by acclamation.

7. Citizen Participation, Communications and Announcements
Chief Dave Moore spoke in favor of agenda item 12.A.2. Ed Jones spoke on the security at the courthouse. Teekela and Diamond Bridges spoke in support of more programs and workshops for minority youth. Supervisor Schulz gave information on the Diversity Action Meeting on Homelessness.

8.A. Appointments to the Children's Community Options Program (CCOP) Advisory Committee

Position:	Members of the Children's Community Options Program (CCOP) Advisory Committee	
Appointments:	<u>Term Ending 4/30/21</u> Timothy Featherstone	<u>Term Ending 4/30/23</u> Julie Butz Gabrielle Berget

Effective Date: February 13, 2020
Supervisors Thomas and Brien moved the above appointments. ADOPTED by acclamation.

8.B. Appointment to the Coordinated Services Team (CST) Advisory Committee

Position:	Member of the Coordinated Services Team (CST) Advisory Committee
Appointment:	Carol Mishler
Effective Date:	February 13, 2020

Supervisors Thomas and Owens moved the above appointment. ADOPTED by acclamation.

8.C. Appointment to the Criminal Justice Coordinating Council (CJCC)

Position: Member of the Criminal Justice Coordinating Council (CJCC)
New Appointment: Ryan Trautsch
Effective Date: February 13, 2020

Supervisors Thomas and Owens moved the above appointment. ADOPTED by acclamation.

8.D. Appointments to Council on Aging Advisory Board/Council on Aging Nutrition Advisory Council

Position: Members of the Council on Aging Advisory Board/Council on Aging Nutrition Advisory Council
New Appointments: Karen Ferguson
Jack Kooyman
Effective Date: February 13, 2020

Supervisors Beaver and Potter moved the above appointments. ADOPTED by acclamation.

9.A. Recognizing Deputy Shawn P. Nolan

Resolution No. 20-2A-403

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020, does hereby recognize Deputy Shawn P. Nolan for his over 21 years of faithful service and recommends that a sincere expression of appreciation be given to Deputy Shawn P. Nolan along with best wishes for the future.

Supervisors Potter and Peer moved the above resolution. ADOPTED by acclamation.

10. Supervisor Schulz introduced resolution – *Support LRB 3342/1 to Increase in State's Minimum Wage.*

12.A.1. Authorizing Acceptance of Anti-Methamphetamine Task Force Program Grant

Resolution No. 20-2A-404

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020, that the Rock County Sheriff is authorized to accept funds under the Anti-Methamphetamine Task Force Grant.

BE IT FURTHER RESOLVED, that the 2020 budget be amended as follows:

Account Description	Budget at	Amount	Amended
Account Number	01/01/20	Incr (Decr)	Budget
Source of Funds			
State Aid			
21-2139-2020-42200	\$0	\$10,000	\$10,000
Use of Funds			
Overtime Wages			
21-2139-2020-61210	\$0	\$10,000	\$10,000

Supervisors Beaver and Potter moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent. AYES-25. NOES-0. ABSENT-4.

12.A.2. Amending the 2020 Human Services Department Budget to Accept a Community Mental Health Services Block Grant Supplemental Award for FFY 2020 and Creating a 1.0 FTE Human Services Professional Position Embedded in the Janesville Police Department

Resolution No. 20-2A-405

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 does hereby authorize the acceptance of the Community Mental Health Services Block Grant Supplemental Award for FFY 2020 and the creation of a 1.0 FTE Human Services Professional (Crisis Intervention Worker) embedded in the Janesville Police Department.

BE IT FURTHER RESOLVED, that the Human Services Department budget for 2020 be amended as follows to fund (1) the 1.0 FTE Crisis Worker in the Janesville Police Department and (2) projects to enhance client services available through Beloit Area Community Health Center.

Proceedings of the Rock County Board of Supervisors
February 13, 2020

Account/Description	Budget 1/1/2020	Increase (Decrease)	Amended Budget
Source of Funds			
36-3661-2020-42100			
Federal Aid	\$0	\$70,004	\$70,004
Use of Funds			
36-3661-2020-62119			
Other Contracted Services	\$0	\$22,002	\$22,002
36-3661-2020-62210			
Telephone	\$0	\$522	\$522
36-3661-2020-68210			
Allocated Crisis	\$0	\$47,480	\$47,480
36-3689-0000-61100			
Regular Wages	\$1,793,382	\$46,454	\$1,839,836
36-3689-0000-61400			
FICA	\$146,605	\$3,554	\$150,159
36-3689-0000-61510			
Retirement-Employers	\$123,920	\$3,136	\$127,056
36-3689-0000-61610			
Health Insurance	\$531,742	\$14,146	\$545,888
36-3689-0000-61620			
Dental Insurance	\$13,787	\$539	\$14,326
36-3689-0000-68313			
MHBG Supplemental Allocation	\$0	(\$47,480)	(\$47,480)
36-3690-0000-62119			
Other Contracted Services	\$143,060	(\$20,349)	\$122,711

Supervisors Thomas and Aegerter moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent. AYES-25. NOES-0. ABSENT-4.

12.A.3. Amending the 2019 Council on Aging Budget to Adjust Title C1, C2, Allocations

Resolution No 12-2A-406

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 does hereby amend the Adopted 2019 Rock County Council on Aging budget as follows:

Account/Description	Budget at 12/01/2019	Increase (Decrease)	Amended Budget
Title III-C-1 (Nutrition Program)			
Source of Funds			
30-3903-0000-42100	\$233,573	\$4,729	\$238,302
Federal Aid			
Use of Funds			
30-3903-0000-62119	\$78,174	\$4,729	\$82,903
Other Contracted Services			
Title III-C-2 (Delivered Meals)			
Source of Funds			
30-3904-0000-42100	\$167,036	\$271	\$167,307
Federal Aid			
Use of Funds			
30-3904-0000-63308	\$35,000	\$271	\$35,271
Volunteer Mileage			

Supervisors Richard and Fox moved the above resolutions. ADOPTED on the following roll call vote. Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes,

Proceedings of the Rock County Board of Supervisors
February 13, 2020

Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent.
AYES-25. NOES-0. ABSENT-4.

12.A.4. Amending the 2020 Council on Aging Budget to Adjust Title III-B, C1, C2, NSIP, Title III D, NFCSP, AFCSP, MIPPA and SHIP Allocations Resolution No. 20-2A-407
NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 does hereby amend the 2020 Rock County Council on Aging budget as follows:

Account/Description	Budget at 1/1/2020	Increase (Decrease)	Amended Budget
Title III-B (Supportive Services)			
Source of Funds			
30-3901-0000-42100	\$129,605	\$12,921	\$142,526
Federal Aid			
Use of Funds			
30-3901-0000-62614	-0-	12,921	12,921
Purchased Services			
Title III-C-1 (Nutrition Program)			
Source of Funds			
30-3903-0000-42100	270,524	15,612	286,136
Federal Aid			
30-3903-0000-42102	38,279	11,214	49,493
Nutrition Services Incentive Program			
Use of Funds			
30-3903-000-62119	80,347	15,612	95,959
Contracted Services			
30-3903-0000-62105	90,371	11,214	101,585
Contracted Food Services			
Title III-C-2 (Delivered Meals)			
Source of Funds			
30-3904-0000-42100	106,443	6,365	112,808
Federal Aid			
Use of Funds			
30-3904-0000-62105	152,891	6,365	159,256
Contracted Food Services			
Title III-D (Preventive Health)			
Source of Funds			
30-3908-0000-42100	7,782	1,808	9,590
Federal Aid			
Use of Funds			
30-3908-0000-62634	8,032	1,808	9,840
Prevention Services			
Title III-E (National Family Caregiver Support Program)			
Source of Funds			
30-3915-0000-42100	62,144	11,552	73,696
Federal Aid			
Use of Funds			
30-3915-0000-64615	28,000	11,552	39,552
Client Related Costs			
Alzheimer's Family Caregiver Support Program			
Source of Funds			
30-3920-0000-42200	69,182	853	70,035
State Aid			
Use of Funds			
30-3920-0000-64615	57,743	853	58,596

Client Related Costs

State Health Insurance Program (SHIP)

Source of Funds

30-3974-0000-42100	\$-0-	\$3,829	\$3,829
--------------------	-------	---------	---------

Federal Aid

Use of Funds

30-3974-0000-62626	-0-	3,829	3,829
--------------------	-----	-------	-------

Elderly Benefit Specialist

Medical Improvement Patient/Provide (MIPPA)

Source of Funds

30-3954-0000-42100	11,220	(1,072)	10,148
--------------------	--------	---------	--------

Federal Aid

Use of Funds

30-3954-0000-62626	11,220	(1,072)	10,148
--------------------	--------	---------	--------

Elderly Benefit Specialist

Supervisors Richard and Brien moved the above resolution. ADOPTED on the following roll call vote.

Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent.

AYES-25. NOES-0. ABSENT-4.

12.A.5. Acceptance of Wisconsin Department of Natural Resources County Conservation Aids Grant Funds and Amending Parks Budget

Resolution No. 20-2A-408

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 does hereby approve the acceptance of these funds and amend the Department of Public Works Parks Division 2020 Budget as follows:

	Budget	Increase/ (Decrease)	Amended Budget
Source of Funds – Parks:			
41-4592-4788-42200	\$5,000	(\$1,772)	\$3,228
DNR Conservation Grant			
Use of Funds – Parks:			
41-4592-4788-69999	\$5,000	(\$1,772)	\$3,228
Grant Expense			

BE IT FURTHER RESOLVED that the Parks Manager be hereby authorized and directed to sign the grant agreements and that these documents be submitted to the Wisconsin Department of Natural Resources.

BE IT FURTHER RESOLVED, that the Parks Manager be authorized to file all necessary documents for administration and reimbursement of this program.

Supervisors Rynes and Mawhinney moved the above resolution. ADOPTED on the following roll call vote.

Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent.

AYES-25. NOES-0. ABSENT-4.

12.A.6. Creating Five 0.4 FTE and One 0.15 FTE Positions and Amending the Council on Aging Budget

Resolution No. 20-2A-409

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020, does hereby approve creating five part-time positions in the County Budget to replace current Manpower positions, altering the 2020 Budget under the terms set forth below.

Account/Description	Budget at 01/01/2020	Increase/ (Decrease)	Amended Budget
Congregate Nutrition Program			
Source of Funds			
30-3903-0000-62119	\$80,347	(\$60,546)	\$19,801
Other Contracted Services			

Proceedings of the Rock County Board of Supervisors
February 13, 2020

Use of Funds			
30-3903-0000-61100	\$57,433	\$50,934	\$108,367
Wages			
30-3903-0000-61400	4,394	3,896	8,290
FICA			

Supervisors Richard and Owens moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent. AYES-25. NOES-0. ABSENT-4.

12.A.7. Authorizing Part-Time Positions for Courthouse Security and Amending the 2020 Sheriff's Office Budget Resolution No. 20-2A-410

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 13th day of February, 2020, that the Rock County Sheriff's Office is authorized to hire 2.2 FTE part-time Court Deputies, which may include up to 7 individuals working less than 0.5 FTE each.

BE IT FURTHER RESOLVED, that the 2020 Rock County budget be amended as follows:

Account/ Description	Budget at 01/01/2020	Increase (Decrease)	Amended Budget
Source of Funds			
19-1921-0000-47010	-0-	\$93,918	\$93,918
General Fund			
Use of Funds			
21-2200-0000-61100	\$6,287,799	\$123,467	\$6,411,266
Court Services Wages			
21-2200-0000-61400	\$520,000	\$9,446	\$529,446
FICA			
21-2200-0000-63406	\$99,017	\$2,505	\$101,522
Uniform Allowance			
21-2100-0000-63405	\$37,133	\$3,620	\$40,753
Security Supplies			
21-2100-0000-63904	\$83,220	\$10,005	\$93,225
Policing and 1 st Aid Supplies			
18-1810-0000-62112	\$73,500	(\$55,125)	\$18,375
Facilities Management-Security Expense			

Supervisors Beaver and Rashkin moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Bostwick, Sweeney, Bomkamp, Owens and Brien voted in favor. Supervisors Zajac and Podzilni voted against. Supervisors Fell, Gustina, Bussie and Knudson were absent. AYES-23. NOES-2. ABSENT-4.

12.B.1. Authorizing Award of Contract for Indianford Park Vault Toilet Building

Resolution No. 20-2A-411

NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020, does hereby authorize that a contract be awarded to Huffcut Concrete of Chippewa Falls, Wisconsin in the amount of \$32,200 for the construction of this vault toilet building.

Supervisors Fox and Mawhinney moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent. AYES-25. NOES-0. ABSENT-4.

12.B.2. Authorization for Radio System Equipment Upgrade and Simulcast

Resolution No. 20-2A-412

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 that a contract be awarded to General Communications, Inc. of Madison, Wisconsin, in the amount of \$539,445.01 to coordinate and implement this project.

Supervisors Beaver and Mawhinney moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent. AYES-25. NOES-0. ABSENT-4.

12.B.3. Retaining Architectural/Engineering Firm for Design Services for the Renovation of District Attorney Department Space at the Courthouse

Resolution No. 20-2A-413

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 13th day of February, 2020, that a contract for architectural/engineering services be awarded to Venture/Architects, of Milwaukee, WI, in the amount of \$45,000; and,

BE IT FURTHER RESOLVED, that a \$4,500 contingency also be approved to cover any needed changes in the scope of service.

Supervisors Brill and Zajac moved the above resolution. ADOPTED on the following roll call vote.

Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent.

AYES-25. NOES-0. ABSENT-4.

12.B.4. Authorizing Purchase of Motor Pool Vehicles for the Rock County Department of Public Works (Land Conservation Department)

Resolution No. 20-2A-414

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 that a Purchase Order be issued to Ewald Automotive Group of Oconomowoc, Wisconsin for \$32,385 for the purchase of one (1) 2020 Chevrolet Silverado 2500 HD pickup truck.

Supervisors Fox and Mawhinney moved the above resolution. ADOPTED on the following roll call vote.

Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent.

AYES-25. NOES-0. ABSENT-4.

12.B.5. Authorizing Purchase of Motor Pool Vehicles for the Rock County Department of Public Works (District Attorney's Office)

Resolution No. 20-2A-415

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 that a Purchase Order be issued to Ewald Automotive Group of Oconomowoc, Wisconsin for \$25,849 for the purchase of one (1) 2020 Dodge Charger passenger vehicle.

Supervisors Fox and Zajac moved the above resolution. ADOPTED on the following roll call vote.

Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent. AYES-25.

NOES-0. ABSENT-4.

12.B.6. Authorizing Purchase of Motor Pool Vehicles for the Rock County Department of Public Works (Human Services Department)

Resolution No. 20-2A-416

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 that a Purchase Order be issued to Ewald Automotive Group of Oconomowoc, Wisconsin for \$69,720 for the purchase of three (3) 2020 Dodge Caravans.

Supervisors Fox and Zajac moved the above resolution. ADOPTED on the following roll call vote.

Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes,

Proceedings of the Rock County Board of Supervisors
February 13, 2020

Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent.
AYES-25. NOES-0. ABSENT-4.

12.B.7. Authorizing Purchase of Motor Pool Vehicles for the Rock County Department of Public Works (Health Department) Resolution No. 20-2A-417

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 that a Purchase Order be issued to Ewald Automotive Group of Hartford, Wisconsin for \$23,793 for the purchase of one (1) 2020 Ford Escape SUV.

Supervisors Fox and Mawhinney moved the above resolution. ADOPTED on the following roll call vote. Supervisors Peer, Aegerter, Beaver, Potter, Mawhinney, Fox, Richard, Lokrantz, Davis, Thomas, Rynes, Homan, Rashkin, Gramke, Yeomans, Leavy, Brill, Schulz, Zajac, Bostwick, Sweeney, Bomkamp, Owens, Brien and Podzilni voted in favor. Supervisors Fell, Gustina, Bussie and Knudson were absent.
AYES-25. NOES-0. ABSENT-4.

12.C. Increasing the Number Rock County Transportation Coordinating Committee Members to Include a Healthcare, Medical or Related Professional Representative Resolution No. 20-2A-418

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020, does hereby add a representative from a health care, medical or medically related field to the Transportation Coordinating Committee. This will increase the membership of the committee to 16 members.

Supervisors Richard and Gramke moved the above resolution. ADOPTED by acclamation.

12.D. Creating a 1.0 FTE Enterprise Desktop Administrator Position and Deleting a 1.0 FTE Instructor/Support Specialist Position Resolution No. 20-2A-419

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 does hereby approve the creation of a 1.0 FTE Enterprise Desktop Administrator position and the deletion of a 1.0 FTE Instructor/Support Specialist position in the Information Technology Department budget.

Supervisors Mawhinney and Beaver moved the above resolution. ADOPTED by acclamation.

12.E. Deleting, Creating, and Retitling 2.7 FTE Positions at Rock Haven

Resolution No. 20-2A-420

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 does hereby approve deleting a 1.0 Administrative Assistant, creating a 1.0 FTE Accounting Specialist, deleting 0.7 FTE nursing assistant, creating 0.5 FTE Administrative Assistant, and retitling an Analyst position to Financial Office Manager.

Supervisors Brien and Bomkamp moved the above resolution. ADOPTED by acclamation.

12.F. Establishing an Advisory Committee to Study the Effects of an Electromagnetic Pulse on Rock County and its Infrastructure Resolution No. 20-2A-421

NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this 13th day of February, 2020 does establish the ad hoc Advisory Committee to Study the Effects on an Electromagnetic Pulse on County Infrastructure in order to study and make policy recommendations concerning the effects of an electromagnetic pulse on infrastructure in Rock County, including, but not limited to, 911 and related emergency response and dispatch systems, IT systems, and operational continuity including the estimated costs of such effects and policy recommendations.

BE IT FURTHER RESOLVED, that such committee shall be composed of nine people, two of whom shall be selected from the members of the Rock County Board of Supervisors and seven of whom shall be selected from personnel and departments that may be most affected by such an event, including, but not limited to, the Rock County 911 Center, the Rock County Sheriff's Office and other law enforcement agencies, Rock-IT, Municipal Fire and EMS agencies, risk management, and local municipal administration.

Supervisors Owens and Davis moved the above resolution. ADOPTED by acclamation. One no vote noted.

Proceedings of the Rock County Board of Supervisors
February 13, 2020

13. Adjournment

Supervisors Fox and Aegerter moved to adjourn at 7:33 p.m. to Thursday, February 27, 2020 at 6:00 p.m.
ADOPTED by acclamation.



Prepared by Lisa Tollefson, County Clerk
NOT OFFICIAL UNTIL APPROVED BY THE COUNTY BOARD.

APPOINTMENT TO THE WISCONSIN PACE COMMISSION

POSITION: Member of the Wisconsin PACE Commission

AUTHORITY: County Board Resolutions 19-10A-331 and 19-10B-347 as well as Section 66.0301 of the Wisconsin State Statutes

TERM: Indefinite

PER DIEM: For County Board Supervisors Only
(Per Board Rule IV.J.)

CONFIRMATION: Yes, by County Board of Supervisors

APPOINTMENT: Supervisor Mary Mawhinney
17 S Scharine Road
Avalon, WI 53505

EFFECTIVE DATE: February 27, 2020

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY

General Services Committee
SUBMITTED BY



Brent Sutherland- Director of
Facilities Management
DRAFTED BY

February 11, 2020
DATE DRAFTED

**Contracting for Additional Architectural/Engineering Design Services for
the Renovation of 1717 Center Avenue Building and
Amending the 2020 Facilities Management Budget**

1 WHEREAS, design services were required for the renovation of 1717 Center Avenue property;
 2 and,
 3
 4 WHEREAS, Rock County contracted with Venture Architects in the amount of \$724,000; and,
 5
 6 WHEREAS, the scope has increased to include efficiencies that were realized by adding additional
 7 programs to the space, requiring additional hours of design; and,
 8
 9 WHEREAS, additional services are also needed to work with the Janesville and Beloit Transit to
 10 design a bus stop pull-off for two buses; and,
 11
 12 WHEREAS, additional services are required for design work for conference room technology as
 13 well as information technology infrastructure design; and,
 14
 15 WHEREAS, additional concept design services has been needed as Rock County has thoroughly
 16 worked through program work flows requiring fifteen (15) different concept designs before the
 17 final approval; and,
 18
 19 WHEREAS, additional engineering and architectural funds in the amount of \$174,000 are needed
 20 for this project.
 21
 22 NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly
 23 assembled this _____ day of _____, 2020, to authorize the contract for
 24 architectural/engineering services with Venture/Architects of Milwaukee, WI be amended in the
 25 amount of \$174,000; and,
 26

27 **BE IT FURTHER RESOLVED**, that the Facilities Management 2020 Budget be amended as
28 follows:

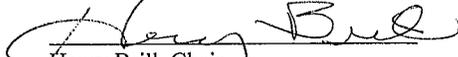
<u>ACCOUNT/DESCRIPTION</u>	<u>BUDGET 2/11/20</u>	<u>INCREASE/ (DECREASE)</u>	<u>AMENDED BUDGET</u>
<u>Source of Funds</u>			
18-1857-0000-47500 Prior Year Sales Tax	0	\$174,000	\$174,000
<u>Use of Funds:</u>			
18-1857-0000-67200 Capital Improvements	\$5,196,000	\$174,000	\$174,000

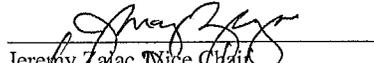
20-2B-423

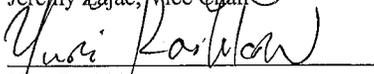
Contracting for Additional Architectural/Engineering Design Services for the Renovation of 1717 Center Ave. Building and Amending the 2020 Facilities Management Budget

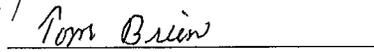
Respectfully submitted,

GENERAL SERVICES COMMITTEE


Henry Brill, Chair


Jeremy Zajac, Vice Chair


Yuri Rashkin


Tom Brien


Robert Potter

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of _____

Mary Mawhinney, Chair

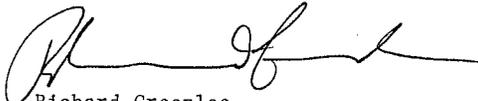
FISCAL NOTE:

This resolution approves the use of \$174,000 in prior year sales tax collections to fund additional engineering and architectural services.

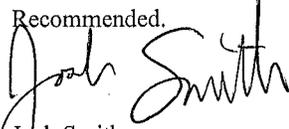

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. Professional services are not subject to bidding requirements of § 59.52(29), Wis. Stats. As an amendment to the adopted 2020 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.


Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
County Administrator

Contracting for Additional Architectural/Engineering Design Services for the Renovation of 1717 Center Ave. Building and Amending the 2020 Facilities Management Budget

Executive Summary

The resolution before you approves \$174,000 for additional architectural and engineering design services with Venture Architects of Milwaukee, Wisconsin, for renovation of the 1717 Center Avenue building.

The scope of service has increased from the original proposal as follows:

1. During the early design phases, programs were added to the space to improve on efficiency and work flows.
2. Design services were added for a bus stop transfer point.
3. Design services for adding the audio and visual technology to the conference rooms.
4. Design services for Information Technologies infrastructure.
5. Additional design hours working with Rock County staff to developing the most efficient layout for citizen's experience in obtaining services and staff work flows. It took approximately fifteen (15) concept designs to get to the final approved design.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee
INITIATED BY



Diana Arneson
DRAFTED BY

Finance Committee
SUBMITTED BY

February 11, 2020
DATE DRAFTED

AUTHORIZING PURCHASE OF 2020 BUDGETED LAPTOPS

- 1 **WHEREAS**, the Rock County Information Technology department is authorized to purchase computer
- 2 equipment on behalf of the County; and,
- 3
- 4 **WHEREAS**, the replacement of all of the County's obsolete personal computers and laptops with up-to-
- 5 date Windows operating systems and warranties is a vital component of the Information Technology
- 6 department's 2020 Technology Initiatives; and,
- 7
- 8 **WHEREAS**, the Information Technology Department staff did review and configure equipment
- 9 available on the State of Wisconsin Contract # MNNVP-133 505ENT-O16-NASP; and,
- 10
- 11 **WHEREAS**, funds for this purchase are included in the 2020 Information Technology budget.
- 12
- 13 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 14 this _____ day of _____, 2020 that a Purchase Order for 100 Hewlett Packard ProBook 450 G6
- 15 laptop computers and 100 HP 3 year extended warranty service contracts with Accidental Damage
- 16 Protection be issued to CDW-G in Vernon Hills, IL in the amount of \$89,500.

20-2B-424

Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney, Chair

Mary Beaver, Vice Chair

Brent Fox

J. Russell Podzilni

Bob Yeomans

FISCAL NOTE:

Funds were included in the 2020 budget for the replacement of obsolete laptops.

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder.

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
County Administrator

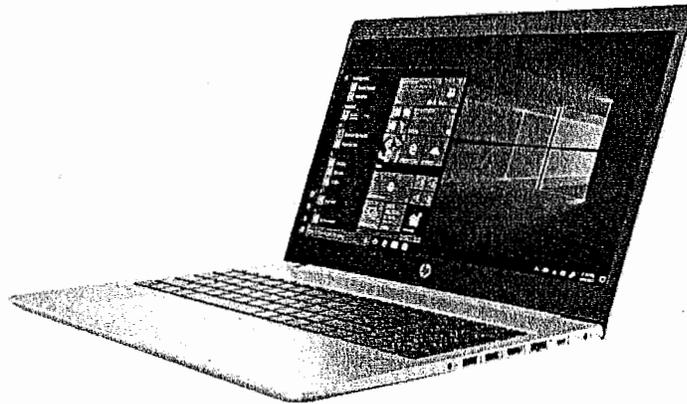
Richard Greenlee
Corporation Counsel

Executive Summary for the Purchase of 2020 Budgeted Laptops

This resolution is to authorize the purchase of budgeted computer equipment for Rock County. All of the laptops in this resolution represent replacements for obsolete equipment that is out of warranty and no longer supported. The IT Department specified the computer equipment based on the application and operational needs of all Rock County departments. The items to be purchased are:

- 100 Hewlett Packard ProBook 450 G6 computers with a Core i5-8265U Processor, 256 GB Solid State Drive, 8 Gb of RAM, and a Windows 10 Pro 64-bit Operating System at \$778.00 each.
- 100 Electronic HP Care Pack Pick-Up and Return Service with Accidental Damage Protection at \$117.00 each

The total cost of the Hewlett Packard laptops and associated components, as listed above is \$89,500.00, and will be purchased from CDW-G Inc. in Vernon Hills, IL using pricing and terms from the State of Wisconsin contract # MNNVP-133 505ENT-O16-NASP.



QUOTE CONFIRMATION

DEAR DIANA ARNESON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

Thanks.

ACCOUNT MANAGER NOTES: Adam Flynn
Executive Account Manager
866-723-3621
adamfly@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LFVV923	2/10/2020	HP 450 G6	4119697	\$89,500.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>HP ProBook 450 G6 - 15.6" - Core i5 8265U - 8 GB RAM - 256 GB SSD - US</u> Mfg. Part#: 5VC00UT#ABA UNSPSC: 43211503 Contract: Wisconsin HP Inc NVP Computer Equipment (MNNVP-133 505ENT-016-NASP)	100	5375331	\$778.00	\$77,800.00
<u>Electronic HP Care Pack Pick-Up and Return Service with Accidental Damage P</u> Mfg. Part#: UK712E UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Wisconsin HP Inc NVP Computer Equipment (MNNVP-133 505ENT-016-NASP)	100	1540556	\$117.00	\$11,700.00

PURCHASER BILLING INFO		SUBTOTAL	\$89,500.00
Billing Address: TJ JOHNSON ROCK COUNTY INFORMATION TECHNOLOGY 3530 N COUNTY HWY F JANESVILLE, WI 53545-0766 Phone: (608) 757-5035 Payment Terms: Master Card		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$89,500.00
		DELIVER TO Shipping Address: ROCK COUNTY INFORMATION TECHNOLOGY DIANA ARNESON 3530 N COUNTY HWY F JANESVILLE, WI 53545 Shipping Method: UPS Ground (1- 2 day)	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Adam Flynn

(866) 723-3621

adamfly@cdwg.com

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY



Brent Sutherland- Director of
Facilities Management
DRAFTED BY

General Services Committee
SUBMITTED BY

February 12, 2020
DATE DRAFTED

**Retaining Venture Architects for Consulting Services to Conduct a Future Needs
Assessment of Rock County Sheriff's Office Huber Program**

- 1 **WHEREAS**, Rock County Master plan calls for an addition to the Sheriff's office for replacing the 1924
- 2 Huber building; and,
- 3
- 4 **WHEREAS**, funds were budgeted to conduct a needs assessment to determine required size; and,
- 5
- 6 **WHEREAS**, a needs assessment will identify the future program needs and size; and,
- 7
- 8 **WHEREAS**, Venture Architects specializes in correctional facilities; and,
- 9
- 10 **WHEREAS**, Venture Architects gave a presentation to the Sheriff's Office leadership on trends, needs
- 11 and their experience conducting these assessments; and,
- 12
- 13 **WHEREAS**, the Sheriff has chosen Venture Architect to conduct this assessment.
- 14
- 15 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
- 16 this _____ day of _____, 2020 that a contract for architectural/engineering
- 17 services be awarded to Venture/Architects, of Milwaukee, WI in the amount of \$45,000.

20-2B-425

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill
Henry Brill, Chair

Jeremy Zajac
Jeremy Zajac, Vice Chair

Yuri Rashkin
Yuri Rashkin

Tom Brien
Tom Brien

Robert Potter
Robert Potter

Retaining Venture Architects for Consulting Services to Conduct a Future Needs Assessment of Rock
County Sheriff's Office Huber Program
Page 2

FISCAL NOTE:

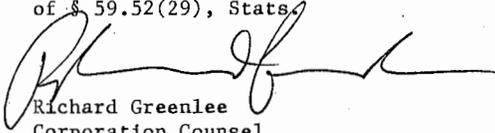
\$45,000 was included in the 2020 budget for these services. The funding is from sales tax revenues.



Sherry Oja
Finance Director

LEGAL NOTE:

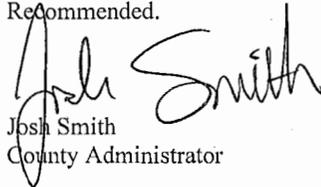
The County Board is authorized to take this action pursuant to secs. 59.01 and
59.51, Wis. Stats. Professional services are not subject to bidding requirements
of § 59.52(29), Stats.



Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

Executive Summary

Retaining Venture Architect for Consulting Services for Conducting a Needs Assessment for the Sheriff's Office Huber Program

The resolution before you awards a contract to Venture Architects of Milwaukee, Wisconsin, in the amount of \$45,000 for consulting services to conduct a needs assessment for the replacement of the current 1924 Huber building.

Venture Architects of Milwaukee specializes in correctional facilities and was chosen by the Sheriff to conduct this needs assessment based on the presentation Venture gave to the Sheriff's Office leadership on current trends, their experience and approach.

The County Master Plan lists the renovation of the Sheriff's Office for the replacement of the Huber building to be completed in 2021. This assessment will help determine the appropriate size and needs.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee
INITIATED BY



Brent Sutherland- Director-
Facilities Management
DRAFTED BY

General Services Committee
SUBMITTED BY

February 12, 2020
DATE DRAFTED

Awarding Contract for Sound System Replacement in Courtroom H

- 1 **WHEREAS**, the 2020 budget included \$40,000 for replacement of the sound system in Courtroom H that
- 2 is outdated and failing; and,
- 3
- 4 **WHEREAS**, the actual cost came in at \$74,131.48 to install a complete, integrated sound system; and,
- 5
- 6 **WHEREAS**, the additional funds needed to complete this installation are available in the Courthouse
- 7 capital account due to a budgeted AC project that now does not need to be completed; and,
- 8
- 9 **WHEREAS**, Facilities Management Director received positive feedback from the City of Janesville
- 10 regarding their sound system that was installed by AVI Systems Inc. of Madison Wisconsin; and,
- 11
- 12 **WHEREAS**, Facilities Management received a quote from AVI Systems Inc. to install a new, state of the
- 13 art sound system in Courtroom H that can be integrated with other County Board functions, including
- 14 televising the County Board meetings; and,
- 15
- 16 **WHEREAS**, AVI Systems Inc. has the State of Wisconsin contract #ENT-M18-AudioVideo-01 for this
- 17 sound system.
- 18
- 19 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
- 20 this _____ day of _____, 2020 that a contract be awarded to replace the sound
- 21 system in courtroom H in the amount of \$74,132 to AVI Systems Inc. of Madison, WI.

20-2B-426

Respectfully submitted,

GENERAL SERVICES COMMITTEE

Henry Brill, Chair

Jeremy Zajac, Vice Chair

Tom Brien

Yuri Rashkin

Robert Potter

Awarding Contract for Sound System Replacement in Courtroom H
Page 2

FISCAL NOTE:

Funds are available in the Courthouse capital account to complete this project. The funds will be from sales tax revenues.



Sherry Oja
Finance Director

LEGAL NOTE:

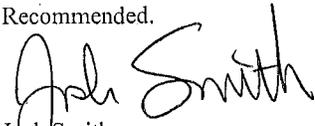
The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. In addition, sec. 59.52(29), Wis. Stats. requires the project to be let to the lowest responsible bidder.



Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

Executive Summary

Awarding Contract for Replacement of the Sound System in Courtroom H

The sound system in Courtroom H is in need of replacement due to its age and failure of the current amplifiers. \$40,000 was budgeted in 2020 but the actual cost to replace the system is \$74,131.48. The additional funds needed to complete this project are available in the courthouse capital account due to a budgeted AC unit replacement that is not needed.

The Facilities Management Director spoke with the City of Janesville to receive feedback on the system they had installed at City Hall by AVI Systems Inc. out of Madison Wisconsin. AVI Systems reviewed our current system and provided a quote to replace it with a new, state of the art sound system that will integrate with County Board functions such as televised meetings and voting. This will be similar to the one installed for the City of Janesville.

AVI Systems Inc. was awarded the current state of Wisconsin contract for audio and visual equipment. The State Contract number is #505ENT-M18-AudioVideo-01.



Retail Sales Agreement

AVI Systems Inc., 5201 Femrite Drive Madison, WI, 53718 | Phone: (608)221-8888, Fax: (608)221-9252

Proposal Number: 955599
 Prepared For: Rock County Information
 Attn: Brent Sutherland

Proposal Date: July 09, 2019

Courtroom H - Wireless Discussion System

Prepared By: Nicholas Speaker
 Phone: (608)807-1862
 Email: nick.speaker@avisystems.com

BILL TO

Attn: Brent Sutherland
 Rock County Information
 Technology 3530 N. County Highway F
 Janesville, WI, 53547-0351
 Phone: (608)757-5035
 Email: brent.sutherland@co.rock.wi.us
 Customer Number: 2512

SITE

Attn: Brent Sutherland
 Rock County Court House
 51 S. Main Street
 Janesville, WI, 53545
 Phone: (608)757-5527
 Email: brent.sutherland@co.rock.wi.us

COMMENTS

This proposal is intended to be used only for budgetary purposes and not intended to be used as a competitive bid.

PRODUCTS AND SERVICES SUMMARY

Equipment	\$60,777.41
Integration	\$22,153.33
PRO Support	\$5,806.00
Shipping & Handling	\$2,030.00
Tax	\$0.00
Grand Total	\$90,766.74

Unless otherwise specified, The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

RSA: 955599

Customer is to make payments to the following "Remit to" address:

AVI Systems
 NW8393 PO Box 1450
 Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

_____	AVI Systems, Inc.
Company	Company
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SCOPE OF WORK

A. SUMMARY: Members of the Rock County Board are looking to make upgrades to Courtroom H's audio system. Courtroom H is used for regularly scheduled County Board Meetings. Common complaints of the existing audio system are feedback and intelligibility while Board Members are speaking as well as ease of use.

B. SYSTEM DESCRIPTION: Courtroom H

- **Functionality Description:** Courtroom with 28 Seats for County Board Members as well as 80 seats for general audience behind the Board members. This room also contains a Judge's Bench, Witness Stand, Clerk's Desk and 3 Podiums. This audio system is intended to capture vocals from any participant at the 28 Council Member Seats, Judge's Bench, or Podiums for voice reinforcement. This system is intended to have flexibility for future expansion for use with broadcast, recording and integration with future video systems within Courtroom H.
- **Displays:**
 - No video displays exist in this space other than a projector screen and projector that are sometimes used during court or board meetings, these are not intended to integrate with this audio system.
- **Source Devices:**
 - Audio system is intended to be flexible to allow for integration of future video sources, such as laptop connections and video playback devices.
- **Audio:**
 - 35 wireless conference units will be provided that include a built in speaker for participant voice reinforcement, a microphone for capturing participant vocals, and user controls. These are intended to be used by the Board Members as well as the participants at the Judge's Bench and Podiums.
 - This audio system will provide reinforcement audio for the audience members behind the County Board.
 - This system will include 2 wireless lavalier microphones
 - This system will allow for the integration of the existing Assistive Listening System
- **Conferencing:**
 - Not applicable
- **Switching:**
 - Not Applicable
- **Controls:**
 - Wireless conferencing units each have the following control built in
 - a. Volume up/down
 - b. Push to speak
 - c. Either users or chairman can control microphones
 - d. Voting system included
 - 7" touch panel will be provided for the following control
 - a. Reinforcement audience volume up/down
 - b. Wireless lavalier microphone volume
 - c. System on/off
- **Equipment Location:**
 - Replacement DSP and Amplifier(s) to be housed in existing equipment rack location
 - Wireless audio transceiver location to be determined if project moves through design

C. EXCLUSIONS: The following work is **not included** in our Scope of Work

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work and definable progress, the Customer will be charged a **\$250.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation

- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

ENGINEERING SERVICES

ENGINEERING SERVICES TO BE PROVIDED

AVI Systems will work with the Customer and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for this project.

AVI Systems strongly encourages the fostering of a truly open, cooperative "design team" approach with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of the Customer.
- Provide accurate construction documents for implementation of the AV related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into an Integration Agreement for a turnkey installation of all AV systems, with the added value of a seamless integration process.

The Design Process can be modified at any time per the direction of the Customer – otherwise it shall follow this general outline:

AV Program Review / Verification – The AVI Systems design team will obtain from the Customer operational specifications desired of the audio and video systems within the designated facility. Additional facility information will be required including the building's electrical, structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized. During this initial design phase various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

Budget Verification – The AVI Systems design team will create a project scope compiled from the information received from the Customer. AVI Systems will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.

Initial Design – During this phase, AVI Systems will begin applying the above-defined systems in detail to the various areas of the Customer facility. Further communications between the Customer and the other design team members, as various options are explored will be necessary at this time. Typical deliverables from this phase would include the following drawings and/or documents.

- Preliminary AV Floor Plan and Elevations detailing locations of all AV devices
- Preliminary Projection Geometry detailing projection/screen locations with viewing angles, mounting details, and etc.
- Preliminary AV Technical Power, Conduit Plans, and Riser Drawings
- Preliminary AV Video Flow
- Preliminary AV Audio Flow
- Preliminary AV Control Flow
- Preliminary AV Rack Layouts
- Preliminary Equipment Lists
- Preliminary Budget Estimates

Submittal of the above for the various rooms will be a progressive process, with most critical drawings being submitted first, allowing construction details to be available on an as needed basis. During this process, modifications to the preliminary plans due a variety of considerations - architectural/aesthetic considerations, budget reviews etc. Electronic exchange of AutoCAD drawings between all the "team members" will facilitate quick exchange of updates. Specific design "freeze dates" will be established with all parties to facilitate timely submittals and help manage Customer's end cost. All changes are to be reviewed and approved by all parties.

Final Systems Design – The changes made in the previous phase to the preliminary designs will be updated and regenerated as "final" construction documents. AVI Systems will typically work off of background drawings from an architect under contract to the Customer, entering AV specific data and returning these back to the architect (or other Customer retained design professional) for integration into final construction documents.

Project Specifications Document – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and any pricing not already included in the quote for a complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of AV devices
- AV Video Flow
- AV Audio Flow
- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements including cable and termination specifications
- System operational and post operational requirements
- Project Scope of Work
- Project costs
- Project Integration Agreement

SYSTEM SUPPORT SERVICES TO BE PROVIDED

System Recertification

- Provides services to perform two on-site scheduled recertification sessions per year using AVI Systems' "System Recertification Checklist and Record".

Asset Tracking

- Provides informational management of the system's individual electronic components
- Provides reporting of description, model, serial numbers, in-service dates, and physical location

Systems Support

- Provides Priority Support by phone (within 2 business hour response time on 5x9 basis)
- Provides Priority Support onsite (within 8 business hour response time on a 5x9 basis, Mon – Fri / 8am – 5pm local time) to perform troubleshooting to localize and diagnose faults where the onsite location is within 60 miles of an AVI Systems Service Center
- Provides repair or replacement of faulty equipment - excluding Obsolete Equipment (defined below)
- Provides materials and repair parts - excluding Consumables (defined below)
- Provides Software Updates

RSA: 955599

- Provides Loaner Equipment including table top projectors and flat screen monitors under 50"
- Provides for recycling of equipment covered in a system or consumables with no additional fees
- Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work and will be provided within 2 hour or 8 hour response times as indicated within the Agreement.

Recertification – Means AVI Systems personnel performing the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – Means a service whereby remote calls made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Consumables – Means parts such as recording media, batteries, projection lamps and diskettes. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Software Updates – Defined as revisions of existing software which provide maintenance to correct software errors and are provided at no charge by the manufacturer. Software and features which require additional licensing are not included under this Agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lightning, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
SHURE	Access Point	1	\$2,794.12	\$2,794.12
SHURE	Desk top units (includes battery)	35	\$1,116.53	\$39,078.55
SHURE	Networked Charging Stations	4	\$838.24	\$3,352.96
SHURE	16 inch Dual Flex Gooseneck Mic	35	\$162.06	\$5,672.10
SHURE	ULXD4D DUAL WIRELESS RECEIVER	1	\$2,224.12	\$2,224.12
SHURE	ULXD1 BODYPACK TRANSMITTER	2	\$391.18	\$782.36
SHURE	MICROPHONE,SUPERCARDIOID LAVALIER	2	\$98.35	\$196.70
QSC	DIGITAL,Q-SYS CORE 110f-NA,100-240V	1	\$2,352.94	\$2,352.94
QSC	AMPLIFIER,SPA4-100-NA,100-240V	1	\$658.82	\$658.82
QSC	DIGITAL,TSC-7T-BK,Q-SYS 7" TABLE TOP TOUCH PANEL	1	\$1,292.94	\$1,292.94
JBL	PREMIUM HIGH-CEILING COAX w/ 6.5"	10	\$237.18	\$2,371.80
	Integration Allowance			\$22,153.33

Sub-Total: **\$82,930.74**

Total: **\$82,930.74**

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$5,806.00	\$5,806.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.