



**MINUTES
LAW ENFORCEMENT COMMITTEE**

Monday, May 12, 2014

1:15 p.m.

2161 University Drive, Marinette, WI
Law Enforcement Center Conference Room

Members Present: Mike Behnke, Paul Gustafson, Ken Keller, Ken Mattison and Cheryl Wruk

Excused:

Others Present: Sheriff Jerry Sauve, Chief Deputy Jim Hansen, Lt. Jim Albright, Lt. Jason Ducane, Jail Administrator Robert Majewski, Communications Director Kirsten Bellisle, Emergency Management Director Eric Burmeister, IS Director Larry Schultz, Nancy Thelen-WI DOC, Shirley Prudhomme-Peshtigo Times and Secretary Fae Olson

1. Call to order. Roll call.

Ken Keller called the meeting to order at 1:15 p.m. Roll call taken.

2. Approve/Amend Agenda Items.

MOTION (Behnke/Mattison) to approve Agenda as presented moving Item #12 after Item #4. Motion carried. No negative vote.

3. Approve/Amend Minutes of April 7, 2014.

MOTION (Wruk/Gustafson) to approve minutes as written. Motion carried. No negative vote.

4. Public Comment.

None at this time.

5. Out of State HTE Conference.

MOTION (Wruk/Behnke) to approve out of state travel for Kim Dobbins to attend the HTE Conference in Anaheim, California, June 2-6, 2014. Motion carried. No negative vote.

6. Five Year Capital Improvement Plan.

MOTION (Behnke/Mattison) recommendation to Finance Committee and County Board to approve Five Year Capital Improvement Plan. Motion carried. No negative vote.
(Attachment)

7. Dispatch update.

- Interviews completed for dispatcher position.
- Assistant Communications Director Matt Bouche resigned.

8. Efatom Time Base Equipment for Pound tower site.

MOTION (Gustafson/Behnke) to approve entering into agreement with Baycom for Efatom Time Base Equipment for Pound tower site, cost \$29,855.00, contingent on Finance Committee funding. Motion carried. No negative vote. (Attachment)

9. Brown County Agreement to purchase public safety equipment.

MOTION (Mattison/Wruk) to approve entering into agreement with Brown County to purchase public safety equipment at a cost of \$3,250.00. Motion carried. No negative vote.

10. Emergency Management Update.

- FY 2014 completed.
- Due to extreme winter weather, Eric Burmeister is working with area municipalities to recoup costs by drafting a statewide Presidential Declaration.
- Trainings for first responders beginning May 13th.
- Public Information training in June.
- Camera expansion project should be completed by third week in June.
- Registration for Reverse 911 update – people need to register.

11. Jail Update.

- Inmate population report reviewed; average 116 inmates.
- One corrections officer resigned end of April; working on posting position.
- RFP for remainder of maintenance work in jail.
- Jail inspection May 13, 2014.
- Nancy Thelen, Detention Facilities Specialist, WI Department of Corrections, was introduced. Items she will be addressing at the jail inspection are: policy and procedures, healthcare, food service, maintenance issues, atmosphere of jail environment, and speaking with inmates and staff.

12. Disposal of four surplus squad cars.

MOTION (Mattison/Gustafson) recommendation to Building and Properties Committee to authorize Sheriff's Office to dispose of four surplus squad cars by listing on Wisconsin Surplus Auction. Motion carried. No negative vote.

13. Sheriff's Report.

- February Incident/Accident report.
- Overtime report.
- Marinette Sheriff's Office assisted Florence County with investigating an in-custody death.
- Sheriff Sauve, Chief Deputy Hansen, Lt. Jason Ducane and Communications Director Kirsten Bellisle will be attending search and rescue training at the Badger State Sheriff's Association Conference in Jackson County.
- Law Enforcement Memorial went very nicely, Sheriff thanked all who attended.

14. Financial Report.

MOTION (Gustafson/Wruk) recommendation to Finance Committee and County Board to approve \$96.20 transfer to increase clothing and uniforms for honor guard glove purchases. Motion carried. No negative vote.

Committee reviewed March 2014 Schedule of Invoices totaling \$112,129.73.

MOTION (Mattison/Gustafson) approval to write-off uncollectible inmate board accounts in the amount of \$30,384.88. Motion carried. No negative vote.

Committee reviewed accounts submitted to/collections received from Finance System of Green Bay, Inc.

15. Future Agenda Items.

None at this time.

16. Next Meeting Date.

Monday, June 9, 2014 at 1:15 p.m.

17. Adjourn.

MOTION (Behnke/Mattison) to adjourn at 2:04 p.m. Motion carried. No negative vote.

Respectfully submitted,
Fae Olson, Secretary

Date approved/corrected:



OFFICE OF
COUNTY ADMINISTRATOR

ELLEN C. SORENSEN
COUNTY ADMINISTRATOR

JENNIFER SEGUIN
ADMINISTRATIVE SECRETARY

To: Law Enforcement Committee

From: Ellen C. Sorensen, County Administrator ✓

Date: April 29, 2014

Re: Five Year Capital Improvement Plan

At its January 31, 2012 meeting, the Marinette County Board of Supervisors approved a Five Year Capital Improvement Plan (CIP). The purpose of the plan is to set a realistic schedule of capital improvements that can be implemented within the limits of the county's financial resources. Department heads have worked to put together a proposed project list over five years to give board members an idea of future needs. I have reviewed the recommendations and made few, if any, changes.

We present this document to the committee for review and action. It is a working document meant for discussion. The items may be moved forward on the schedule or pushed out as the committee determines. If a particular item is objectionable, it may be removed.

The process for the CIP is as follows: committees of jurisdiction will review their CIP and, upon approval, will forward it to the Finance Committee for final review and approval. Once Finance has approved the document in its entirety, it will be forwarded to the full County Board for approval. The timeline is such that the full CIP should go to the board for approval at its June meeting.

2015 Capital Project 5-Year Outlook Summary
As of April 30, 2014

Key for Funding Source:

D = Debt Service G = Grants and Aids O = Operating Revenues M = Municipal Funds P = Property Tax S = Sales Tax

DRAFT

2015 EXECUTIVE BONDING PROPOSAL AND CAPITAL IMPROVEMENTS PROGRAM (CIP)

DIVISION/ DEPARTMENT	FUNDING SOURCE	DEPT PRIORITY	PROJECT DESCRIPTION	2015	2016	2017	2018	2019	TOTAL
DISPATCH	D		Replace existing four position dispatch console	-	-	-	500,000	-	500,000
			Dispatch	<u>0</u>	<u>0</u>	<u>0</u>	<u>500,000</u>	<u>0</u>	<u>500,000</u>

2015 Capital Project 5-Year Outlook Summary
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DRAFT

2015 EXECUTIVE BONDING PROPOSAL AND CAPITAL IMPROVEMENTS PROGRAM (CIP)

DIVISION/ DEPARTMENT	FUNDING SOURCE	DEPT PRIORITY	PROJECT DESCRIPTION	2015	2016	2017	2018	2019	TOTAL
LAW									
	D		Bearcat Vehicle	280,000	-	-	-	-	280,000
	D		Replace carpet in all Jail Pods	-	60,000	-	-	-	60,000
	D		Replace old Security Cameras on Jail System	-	170,000	-	-	-	170,000
	D		Mobiles 30 @ 6K	-	-	-	180,000	-	180,000
	D		Portables 33 @ 4K	-	-	-	132,000	-	132,000
	D		Jail Pod	-	-	-	-	9,000,000	9,000,000
	D		<i>Radios for Quarter Bonding (if Feds require it)</i>	-	-	-	-	-	0
	S		Patrol Cars	224,000	196,000	140,000	196,000	140,000	896,000
	S		Investigator Vehicle	-	28,000	56,000	28,000	28,000	140,000
	S		Changeovers, Decals, Lightbars, Dividers, Grill Guards etc	79,800	35,000	30,000	30,000	30,000	204,800
			Law Enforcement	583,800	489,000	226,000	566,000	9,198,000	11,062,800

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Baycom S.O.W. (Statement of Work) for: Marinette County Communications Dept.

Baycom Sales Representative	Ollie Toms
Project Number	TBD

This Statement of Work ("SOW"), dated as of 4/23/2014 by and between "The Customer" County of Marinette Communications Department, and Bay Communications, Inc. ("Baycom") (collectively, the "Parties"). This SOW is governed by Baycom terms and conditions, which are attached as Exhibit B and incorporated by reference.

Contact Information and Stakeholders

Customer Information:	2860 2161 University Ave. Marinette, WI 54143-1254 (715)-732-7323 kbellisle@marinettecounty.org
Customer Main Point of Contact:	Kirsten Bellisle - Communication Director
Customer additional Point of Contact:	There is none, take directions ONLY from Kirsten Bellisle
Baycom Project Manager:	Ollie Toms
Baycom Sales Representative:	Ollie Toms

Project Information

Project Title:	Replace existing Time base System Equipment for the Pound site that is no longer available from Motorola as per Quotation number 0130143AOT dated January 31, 2014 (revised 4-23).
Anticipated Start Date: (estimate only)	TBD – (assumed Q3 -2014)
Anticipated Completion Date: (estimate only)	TBD – (assumed Q3 -2014)
Project Description:	Provide Parts and Professional Services to remove and dispose of old non-repairable Efratom time base frequency equipment and install and optimize new TRAK 9100 time base system equipment at the Pound site.
Project Billing Terms:	Due Upon Receipt
Project Payment Terms:	50% Down Balance due upon completion.
Incremental Billing Instructions:	n/a
Work to be Performed:	<p>Provide Parts and Professional Services to remove and dispose of old non-repairable Efratom time base frequency equipment and install and optimize new TRAK 9100 time base system equipment (includes new antenna and line) at the Pound site. Keep Efratom modules that are still operable as spares for the rest of the sites.</p> <p>Work is to be done at the Pound Site located at Cellcom Tower site in Pound.</p> <p>Equipment costs will be \$26,995.00 and Profession Services will cost \$2,860.00 Total price will be \$29,855.00; Quotation number 0130143AOT which is attached as Exhibit A and incorporated by reference.</p>
Critical Success Factors/Criteria:	<ul style="list-style-type: none"> • Test new equipment thoroughly before installation to insure it functions as designed and handles multiple power cycle interruptions and properly self-restores.
Assumptions Identified:	<ul style="list-style-type: none"> • Assumes project approved Q2- 2014
Training Needs Identified:	<ul style="list-style-type: none"> • Technician trained and experienced using TRAK Time Base products to be assigned for this work
Additional Project Information Identified:	<ul style="list-style-type: none"> • This SOW and the referenced quotation (attachment A) will be sent to the customer at the same time – receipt of this signed SOW indicates that the quotation is acceptable as provided.
Total Cost of project (before any change control)	<ul style="list-style-type: none"> • \$29,855.00

Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority
Accept this Statement of Work.

Baycom Sales Representative	Ollie Toms
Project Number	TBD
Project Title:	Replacement of the Efratom Time Base System at the Pound Tower Site Location.

Customer Printed Full Name:
Kirsten Bellisle
Title: *Communications Director*
Kathy Brandt
Title: *County Clerk*

Account Executive/Shareholder:
Ollie Toms
Title: *Senior Project Manager*

Signature:
Signature:

Signature: *Ollie Toms*

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Date:

Date: *April 23rd, 2014*

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An authorized signature on this document acknowledges that the customer has accepted the Statement of Work and Baycom terms and conditions.

After all parties have signed, please provide original to customer and a copy to Baycom.



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when it matters most

QUOTATION

Baycom, Inc.

serious mobility when it matters most

Prepared by: Ollie Toms - P.M./Systems Engineer
2040 Radisson Street
Green Bay, WI 54302-2085
920-544-4262
otoms@baycominc.com

Quotation number: 0131014AOT
Revised Date: April 24, 2014
Baycom Customer ID: # 2860

Prepared for: Marinette Co. Communications Dept. ATTACHMENT/EXHIBIT A to SOW of 4/23/14
Kirsten Bellisle - Communication Director
2161 University Ave.
Marinette, WI 54143-1254
(715)-732-7323
kbellisle@marinettecounty.org

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Ollie Toms	Replace existing Timebase System Equipment for the Pound site that is no longer available from Motorola	50% down down after receipt of PO, balance due upon completion.	Due On Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Provide and install Model 9100 TRAK MC Time and Frequency System, configured as follows: a) Model 9100AC mainframe b) Model 9101-3 GPS Reference Module (w/Rubidium Osciator) c) Model 9101-5 GPS Reference Module (w/DOCXO) d) Model 9104-9 Fault Sensing Unit e) Model 9106-1 Digital Distribution Module (quantity of 3) f) Model 9120-1 AC Power Supply (quantity 2) g) includes new GPS antenna and antenna line	\$ 26,995.00	\$ 26,995.00
16	Professional Services	\$ 145.00	\$ 2,320.00
3	PM/Engineering Labor	\$ 180.00	\$ 540.00
Quotation prepared by: <u>Ollie Toms</u>			
This is a quotation on the goods named, subject to the conditions noted below:			

QUOTE will be turned into an order upon receipt of a PO and a signed acceptance of the Baycom SOW(statement of work).
ESTIMATED COMPLETION 60 DAYS FROM RECEIPT OF PURCHASE ORDER AND SIGNED STATEMENT OF WORK.
Quote revised 4-23-14 to change the customer number and name from Sheriff Dept to Communications Dept.

SUBTOTAL	\$ 29,855.00
SALES TAX	
TOTAL	\$ 29,855.00

To accept this quotation, sign here and return: _____ PO# _____

THANK YOU FOR THE OPPORTUNITY!

Attachment/Exhibit B

BAYCOM Operating Terms & Conditions:

THIS SET OF TERMS AND CONDITIONS (the "Agreement") governs all goods and services Bay Communications, Inc. ("Baycom") provides to a customer of Baycom ("Customer") pursuant to the terms of an Acknowledgment of Order (the "Acknowledgment") which Baycom and the Customer have executed for equipment, systems or services.

SECTION 1 – DEFINITIONS.

"Agreement" means this Agreement and each Acknowledgment which Baycom and Customer execute, together with any attachments (collectively the "Attachments") affixed to each Acknowledgment. "Equipment" means the equipment that is specified in any Acknowledgment or that is subsequently added to any Acknowledgment. "Service(s)" means those installations, maintenance, repair, support, training, and other services referred to in each Acknowledgment.

SECTION 2 – ACCEPTANCE.

Customer agrees to accept the terms of this Agreement and to pay the prices set forth in each Acknowledgment. The terms and conditions set forth in this Agreement and each Acknowledgment will become binding only when accepted in writing by Baycom. The term of this Agreement will commence on the date specified in each Acknowledgment, including any Attachment to the Acknowledgment ("Start Date").

SECTION 3 – SCOPE OF SERVICES.

1. Baycom will provide the Services generally described in each Acknowledgment. Certain Services may require more particular description or definition, or may require a detailed Statement(s) of Work ("SOW") attached to each Acknowledgment. If particular descriptions or detailed SOWs are required, and are therefore attached to an Acknowledgment, Customer hereby agrees to be bound by any additional terms included in those Attachments, which are fully incorporated in each Acknowledgment.
2. Baycom may also provide additional services ("Additional Services") at Customer's request, which shall be specified in either an Acknowledgment or SOW. Such Additional Services will be billed at Baycom's then-applicable rates for such services and documented in the form of an Acknowledgment or SOW.
3. If Baycom is providing Services for Equipment: (i) manufacturers parts or parts of equal quality will be used; (ii) the equipment will be serviced at levels set forth in manufacturers product manuals; and, (iii) routine service procedures that are prescribed from time to time by manufacturer for its products will be followed.
4. Any Equipment purchased by Customer from Baycom that is or becomes part of the same system as the Equipment covered under an Acknowledgment or SOW ("Additional Equipment") will be automatically added to this Agreement and will be billed at the applicable rates after any applicable warranty period has expired. E. All Equipment must be in good working order on the Start Date or at the time the Equipment is added to an Acknowledgment or SOW. Customer must provide a complete serial number and model number list either prior to the Start Date or prior to the time that the Equipment is added to an Acknowledgment or SOW. F. Customer must specifically identify any Equipment that is labeled intrinsically unsafe for use in hazardous environments. G. Customer must promptly notify Baycom in writing when any equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay service fees for such Equipment will terminate at the end of the month in which Baycom receives such written notice. H. If Equipment cannot, in Baycom's opinion, be properly or

economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or the practical feasibility of the scope of Services as specified in an Acknowledgement or SOW, Baycom, may; (1) modify the scope of Services related to such Equipment; (2) remove such Equipment from the applicable Acknowledgement or SOW; and/or (3) increase the price to Service such Equipment. I. Customer must promptly notify Baycom directly of any Equipment failure. Baycom will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in the applicable Acknowledgement or SOW.

SECTION 4 – EXCLUDED SERVICES.

A. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from third party causes, including, without limitation, lightning, power surges, liquids, or Force Majeure, as outlined in Section 14. B. Unless specifically included in an Acknowledgement or SOW, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multi-coupler. Baycom has no obligation or responsibility for any transmission medium, including, without limitation, telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission media. C. Unless specifically included in an Acknowledgement or SOW, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc. D. Unless specifically set forth in an Acknowledgement or SOW, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software.

SECTION 5 – RIGHT TO SUBCONTRACT/ASSIGNMENT.

Baycom may assign its rights and obligations under an Acknowledgement or SOW and may subcontract any portion of the performance called for by an Acknowledgement or SOW. Customer does not have the right to assign any of its rights or obligations under an Acknowledgement or SOW without the written consent of Baycom.

SECTION 6 – TIME AND PLACE OF SERVICE.

Service will be provided at the location specified in the Acknowledgement or SOW. When Baycom performs service at Customer's location, Customer agrees to provide Baycom, at no charge, a non-hazardous work environment with shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Baycom and/or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the equipment is interfacing that enable Baycom to perform its obligations under the Acknowledgement or SOW. Unless otherwise specified in an Acknowledgement or SOW, the hours of Service Monday through Thursday will be 8:00 a.m. to 5:00 p.m. and Friday from 7:30 a.m. to 4:30 p.m., excluding weekends and holidays.

SECTION 7 – CONTACT.

Customer will provide Baycom with designated points of contact (list of names and phone numbers) that will be manned twenty-four (24) hours per day, seven (7) days per week and an escalation procedure to enable Baycom to maintain contact with Customer, as needed.

SECTION 8 – PAYMENT.

Unless alternative payment terms are specifically set forth in an Acknowledgement or SOW, Baycom will invoice Customer at completion of work. Customer must pay each invoice in U.S. dollars within ten (10) days of the invoice date. Customer agrees to reimburse Baycom for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under an Acknowledgement or SOW (except income, profit, and franchise taxes of Baycom) by any governmental entity.

SECTION 9 – WARRANTY.

Baycom warrants that its Services under each Acknowledgement and SOW will be performed in good faith and

be substantially free of defects in materials and workmanship based on an industry standard for a period of thirty (30) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Baycom to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. BAYCOM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PRODUCT. The foregoing warranty shall not apply to and Baycom shall not be liable for any damage or loss relating to (i) any parts or other material supplied by Customer or other third persons, or (ii) Equipment that shall have been subjected to unauthorized alteration or modification, negligence, accident, damage by circumstances beyond Baycom's control, improper operation, maintenance or storage, or that were in any way modified by any party other than Baycom or an authorized representative thereof. In no event shall Baycom have any liability for any damages, whether incidental, consequential, punitive or otherwise (even if Baycom has been advised of the possibility of such damages), for any breach of warranty or any other act, omission, default or breach, including, but not limited to, any liability for lost profits, product recall costs or any loss of business or goodwill. Customer shall inspect all Equipment and Service promptly upon receipt and shall give written notice to Baycom of any claims based on the aforementioned warranty as soon as practicable, but in any event within 90 days after delivery to Customer of such Service. If Customer fails to give written notice to Baycom of a claim with respect to any Service within 90 days after delivery thereof as provided above, such Service shall be deemed to conform to Baycom's warranty and Customer shall be deemed to have irrevocably accepted such Service and shall be obligated to pay for it in accordance with the applicable Acknowledgement or SOW. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SERVICE CONDITION, SERVICE OVER ANY PERIOD OF TIME, OR NON-INFRINGEMENT, EACH OF WHICH BAYCOM HEREBY EXPRESSLY DISCLAIMS IN ITS ENTIRETY.

SECTION 10 – CERTIFICATION DISCLAIMER.

Baycom specifically disclaims all certifications regarding the manner in which Baycom conducts its business or performs its obligations under each an Acknowledgement or SOW, unless such certifications have been expressly accepted and signed by a Baycom authorized signatory.

SECTION 11 – DEFAULT/TERMINATION.

A. In the event that any sum of money owed by Customer is not paid when due and remains unpaid for a period of thirty (30) days after receipt by Customer of written notice of such delinquency, Baycom may terminate any Acknowledgement or SOW effective upon seven (7) days written notice. If either party defaults in the performance of its obligations set forth in this Agreement, or in any Acknowledgement or SOW, and the default remains uncured for a period of thirty (30) days after receipt by such party of written notice from the other party detailing the specific contractual obligation and the nature of the default thereunder, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement and any Acknowledgement or SOW effective upon the giving of notice in writing to the defaulting party. B. Any termination of this Agreement (or any Acknowledgement or SOW) will not relieve either party of obligations previously incurred pursuant to this Agreement (or any Acknowledgement or SOW), including but not limited to payments which may be due and owing at the time of termination. Upon the effective date of termination, Baycom will have no further obligation to provide Services. C. All sums owed by Customer of Baycom will become due and payable immediately upon termination of this Agreement or any Acknowledgement or SOW.

SECTION 12 – LIMITATION OF LIABILITY.

Notwithstanding any other provision, except for personal injury or death, Baycom's total liability for losses, whether for breach of contract, negligence, warranty, or strict liability in tort is limited to the price of the previous twelve months of Services provided under this Agreement and each Acknowledgement or SOW during such time period. IN NO EVENT WILL BAYCOM BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL LOST PROFITS OF SAVINGS, OR

OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE AVAILABLE UNDER LAW. Customer agrees and acknowledges that Baycom shall have no liability to Customer should any services or goods Baycom furnishes to Customer cause any interruption or suspension in the operation of Customer's operating systems, software programs or network (collectively the "IT Systems"). Customer acknowledges that such disruptions and interruptions to the IT Systems represent an inherent business risk which Customer is agreeing to accept when it contracts with Baycom for services or goods.

SECTION 13 – INSURANCE; INDEMNIFICATION.

Throughout the term of this Agreement and each Acknowledgement or SOW, Baycom will maintain the following insurance coverage:

- Commercial General Liability insurance providing the customary coverage with policy limits of \$1,000,000 per occurrence for bodily injury and property damage combined;
- Automobile Liability insurance applicable to all owned, non-owned, and hired vehicles operated in the course of Baycom's business activities and providing policy limits of \$1,000,000 per occurrence for bodily injury and property damage combined; and
- Workers Compensation Insurance providing statutory benefits and Employers Liability coverage (\$500,000 Bodily Injury Each Accident, \$500,000 Bodily Injury by Disease-Policy Limit, and \$500,000 Bodily Injury by Disease-Each Employee) applicable to all employees of Baycom who perform Services for Customer under this Agreement or any Acknowledgement or SOW.

If requested by Customer, Baycom will provide Customer with a certificate of Insurance evidencing the above coverage. Baycom may use a combination of primary and excess insurance to achieve the coverage limits required above. Customer agrees to defend and indemnify Baycom and its affiliated companies, officers, directors and employees from any such liability, claim, loss, damage or expense caused by or attributable to the acts or omissions of Customer.

SECTION 14 – FORCE MAJEURE.

Baycom shall not be liable to Customer or any other person for any delay in delivery or failure to deliver Services or Equipment, directly or indirectly caused by fire, explosion, accident, flood, labor difficulties, strike or stoppage, inadequate supplies of material, shortage, war, act of terrorism, act or regulation of any governmental body, act of God or any other circumstance or cause beyond the commercially reasonable control of Baycom.

SECTION 15 – EXCLUSIVE TERMS AND CONDITIONS.

1. Customer acknowledges that this Agreement and each Acknowledgement or SOW shall supersede all prior and concurrent agreements and understandings, whether written or oral related to the Services performed. Neither this Agreement nor any Acknowledgement or SOW may be altered, amended, or modified except by a written agreement signed by duly authorized representatives of both parties. Customer acknowledges and agrees that none of Baycom's agents, employees or representatives have authority to make any promise, representation or warranty related to the Services and Equipment other than those contained in this Agreement or in any Acknowledgement or SOW.
2. In the event of a conflict between the main body of this Agreement and any Acknowledgement or SOW, the main body of this Agreement will take, precedence, unless the Acknowledgement or SOW specifically states otherwise.
3. Customer agrees to reference the terms of this Agreement on any purchase order(s) issued in furtherance of this Agreement or any Acknowledgement or SOW. Neither party shall be bound by any terms contained in Customer's purchase order(s), acknowledgements or other writings unless:
 1. (i) such purchase order(s), acknowledgements or other writings terms specifically refer to this Agreement; and

2. (ii) clearly indicate the intention of both parties to override and modify this Agreement; and
3. (iii) such purchase order(s), acknowledgements or other writings are signed by duly authorized representatives of both parties.

SECTION 16 – PROPRIETARY INFORMATION; CONFIDENTIALITY.

1. Any information or data including, without limitation, specifications, drawings, reprints, or technical information furnished to Customer under this Agreement or any Acknowledgement or SOW will remain Baycom's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Baycom's request. Customer may not disclose, without Baycom's written permission, or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under the Agreement or any Acknowledgement or SOW. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement or any Acknowledgement or SOW.
2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Baycom will be deemed secret or confidential. Baycom will have no obligation to provide Customer with access to its confidential and proprietary Information, including, without limitation, cost and pricing data.

SECTION 17 – LICENSES AND OTHER AUTHORIZATIONS.

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

SECTION 18 – COVENANT NOT TO EMPLOY.

During the term of this Agreement and each Acknowledgement or SOW, and continuing for a period of two (2) years thereafter, Customer agrees not to solicit the employment of, nor to recommend employment to any third party of any Baycom employee or Baycom subcontractor with whom there is contact during the term of this Agreement or any Acknowledgement or SOW, without the prior, written authorization of Baycom. If, at any time, this provision is found to be overly broad under the laws of the applicable jurisdiction, this provision shall be modified as necessary to conform to such laws rather than be stricken therefrom.

SECTION 19 – MATERIALS, TOOLS AND EQUIPMENT.

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Baycom for the purpose of this Agreement and any Acknowledgement or SOW will be and remain the sole property of Baycom. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Baycom upon request. Such property will be held by Customer for Baycom's use without charge and may be removed from Customer's premises by Baycom at any time without restriction.

SECTION 20 – GENERAL TERMS.

1. If any portion of this Agreement or any Acknowledgement or SOW is rendered unenforceable, illegal or invalid, the remaining terms will continue in full force and effect.
2. This Agreement and each Acknowledgement and SOW and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Wisconsin.
3. The sole and exclusive venue for any proceeding arising out of this Agreement or any Acknowledgement or SOW shall be a state or federal court having jurisdiction in Marinette County, Wisconsin. Customer hereby waives, to the fullest extent permitted by law:

1. (i) any objection that Customer may now or hereafter have to venue of any suit, action or other proceeding brought in such court;
2. (ii) any claim that any proceeding brought in such court has been brought in an inconvenient forum; and
3. (iii) any defense Customer may now or hereafter have based on lack of personal jurisdiction in such forum.
4. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
5. Except for money due upon an open account, no action may be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action.
6. Customer agrees to reimburse Baycom for all costs and expenses, including, without limitation, reasonable attorney's fees, incurred by Baycom in enforcing its rights under this Agreement or any Acknowledgement or SOW.