



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, September 15, 2021

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from the August 18, 2021 Meeting
2. Fireworks
3. Budget Transfer of \$7,600 for Auditing Services for 2020 Fiscal Year
4. Proposal from Associated Appraisal to Conduct a Interim Market Update in 2023 at a Cost of \$25,000 and to Extend the Assessing Contract Through the 2027 Assessment Year
5. CIP Funds to Purchase EMS Supply Inventory Program

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Jaime Horswill, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: September 09,2021

BILL BRANDT



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: September 15, 2021
Re: Fireworks

The City of Antigo is committed to having a Fourth of July fireworks celebration, and earmarks 20% of the Hotel/Motel tax for economic development. In the past it has been determined that the fireworks celebration is a good use of these funds.

Fireworks Country, from Wittenberg, is able to provide a show on the 4th of July, meet the necessary insurance requirements, and they created a dynamic and well received display in 2020.

It is my recommendation that the City utilize \$6,500.00 from the economic development portion of Hotel/Motel tax funds for a fireworks display and \$3,500.00 from the general operating celebrations fund for a total of \$10,000.00, and contract with Fireworks Country to conduct the fireworks show for 2021.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: September 15, 2021
Re: Budget Transfer of \$7,600 for Auditing Services for 2020 Fiscal Year

As you have heard, the City was required to have a single audit completed for the 2020 Fiscal Year due to the amount of grants that we received. At the time the 2021 budget was finalized, we were unaware of this requirement. Therefore, not enough funds were budgeted for auditing in the general fund. I am requesting a budget transfer of \$7,600 for the additional charges from the contingency fund to the General Fund Accounting/Auditing line item.

If this is approved, a resolution will be forwarded to Council. Should you have any questions, please feel free to contact me.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: September 15, 2021
Re: Proposal from Associated Appraisal to Conduct a Interim Market Update in 2023 at a Cost of \$25,000 and to Extend the Assessing Contract Through the 2027 Assessment Year

The State of Wisconsin requires a municipality's aggregate assessment ratio to be less than 10% deviation from the Equalized Value. If the ratio is below this for five years, the State will step in and oversee the reassessment and it gets much more costly.

The City has not been in compliance for two years so an update needs to be completed before 2025. A proposal from our assessing company, Associated Appraisal Consultants (Associated), was requested. The proposal is attached with three options. Associated is recommending that Option A - Interim Market Update (IMU) would be the best choice for the City at this time. This would split the cost over two years, 2022 and 2023, with the revaluation completed in 2023. The proposal explains the services included with this option.

In addition to completing an IMU, the assessing services contract will expire in 2023. The proposal includes extending the services for another four years the 2027 assessment year. The cost for the additional four years would increase by \$2,000 or \$29,000 per year.

My recommendation is to approve the IMU, Option A proposal, and the 2022 budget would need to be amended to include this and also approve the additional four years of assessing services from Associated.

If these two items are approved, a resolution would need to be forwarded to Council. Should you have any questions, please feel free to contact me.

Assessment Proposal Summary for the City of Antigo

2.4.a

Proposal prepared for:

Kaye Matucheski
Clerk-Treasurer/Finance Director

**Associated Appraisal
Consultants, Inc.**



Fee Schedule

The figures below are based on 6 years of professional assessment services. The city has an existing maintenance contract that ends after the 2023 assessment year. Optional add-on assessment services for a revaluation would be in addition to the price of annual maintenance.

Contract Proposal	2022 Assessment Year	2023 Assessment Year	2024 Assessment Year	2025 Assessment Year	2026 Assessment Year	2027 Assessment Year
MAINTENANCE	\$27,000	\$27,000	\$29,000	\$29,000	\$29,000	\$29,000
OPTIONAL ADD-ON REVALUATION ASSESSMENT SERVICES						
INTERIM MARKET UPDATE	+\$25,000 (for each revaluation assessment year)					
EXTERIOR REVALUATION	+\$117,000 (for each revaluation assessment year)					
FULL REVALUATION	+\$137,000 (for each revaluation assessment year)					

Out-of-Pocket Expenses / Invoice Procedures

MAINTENANCE: The compensation due the Assessor shall continue to be paid in monthly or quarterly installments throughout the 2022, 2023, 2024, 2025, 2026 and 2027 assessment year(s). The maintenance contract will continue to be all-inclusive without separate costs.

REVALUATION: Payment shall be made on a monthly basis for services and expenses incurred during a Revaluation year. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review.

- The 2021 assessment year will be the 2nd year out of compliance in accordance with sec. 70.05(5), Wis. Stats. The city will be required to conduct a revaluation prior to or during the 2025 assessment year at the latest to avoid a state ordered reassessment for the 2026 assessment year which will cost 2-3 times the amounts provided above due to WIDOR oversight etc.
- Municipality will be responsible for all postage and mailing services costs during the revaluation assessment year and are estimated to cost between \$3,500 - \$7,500 +/- depending on how many assessment notices and general correspondence letters are mailed.
- For budgeting purposes if the city were to conduct one of the revaluation options for the 2023 assessment year the estimated total cost would be as follows:

Maintenance	Interim Market Update	Postage	Total
\$27,000	+\$25,000	+\$3,500 +/-	= \$55,500 +/-
Maintenance	Exterior Revaluation	Postage	Total
\$27,000	+\$117,000	+\$7,500 +/-	= \$151,500 +/-
Maintenance	Full Revaluation	Postage	Total
\$27,000	+\$137,000	+\$7,500 +/-	= \$171,500 +/-

- Options to spread a full or exterior revaluation cost over three years is available upon request. An interim market update revaluation can only be spread out over two years. See following pages for options.

A. Maintenance:**Revaluation: (1) IMU Revaluation**

Year	Cost Per Year:
2022	\$ 27,000
2023	\$ 27,000
2024	\$ 29,000
2025	\$ 29,000
2026	\$ 29,000
2027	\$ 29,000
Total Cost:	\$ 170,000

Year	Cost Per Year:
2022	\$ 12,500
2023*	\$ 12,500
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
Total Cost:	\$ 25,000

Total Assessment Services:	
Year	Cost Per Year:
2022	\$ 39,500
2023	\$ 39,500
2024	\$ 29,000
2025	\$ 29,000
2026	\$ 29,000
2027	\$ 29,000
Total Cost:	\$ 195,000

Total Cost for 6 years including (1) IMU Revaluation: \$ 195,000

*Revaluation Years

Option A: includes annual maintenance assessment services to maintain the assessment roll and property records, including new construction, demolition, new parcels, sales, annexations, exemption review, municipal parking permits and personal property assessment. In addition, we would conduct one interim market update revaluation for the 2023 assessment year which includes a complete update of all taxable assessed values to reflect recent sales using existing property records (no additional onsite inspections other than those conducted during annual maintenance). This option allows the city to spread the 2023 IMU revaluation cost over two years. Postage and mailing services costs are estimated to be an additional \$3,500 +/- during the 2023 revaluation assessment year. **AAC RECOMMENDED OPTION**

B. Maintenance:**Revaluation: (1) Exterior Revaluation**

Year	Cost Per Year:
2022	\$ 27,000
2023	\$ 27,000
2024	\$ 29,000
2025	\$ 29,000
2026	\$ 29,000
2027	\$ 29,000
Total Cost:	\$ 170,000

Year	Cost Per Year:
2022	\$ 40,000
2023*	\$ 40,000
2024	\$ 37,000
2025	\$ -
2026	\$ -
2027	\$ -
Total Cost:	\$ 117,000

Total Assessment Services:	
Year	Cost Per Year:
2022	\$ 67,000
2023	\$ 67,000
2024	\$ 66,000
2025	\$ 29,000
2026	\$ 29,000
2027	\$ 29,000
Total Cost:	\$ 287,000

Total Cost for 6 years including (1) Exterior Revaluation: \$ 287,000

*Revaluation Year

Option B: includes annual maintenance assessment services to maintain the assessment roll and property records, including new construction, demolition, new parcels, sales, annexations, exemption review, municipal parking permits and personal property assessment. In addition, we would conduct one exterior revaluation for the 2023 assessment year which includes a complete update of all taxable assessed values to reflect recent sales along with onsite exterior inspections. This option also allows the city to spread the 2023 exterior revaluation cost over three years. Postage and mailing services costs are estimated to be an additional \$7,500 +/- during the 2023 revaluation assessment year.

C. Maintenance:**Revaluation: (1) Full Revaluation**

Year	Cost Per Year:
2022	\$ 27,000
2023	\$ 27,000
2024	\$ 29,000
2025	\$ 29,000
2026	\$ 29,000
2027	\$ 29,000
Total Cost:	\$ 170,000

Year	Cost Per Year:
2022	\$ 48,000
2023*	\$ 48,000
2024	\$ 41,000
2025	\$ -
2026	\$ -
2027	\$ -
Total Cost:	\$ 137,000

Total Assessment Services:	
Year	Cost Per Year:
2022	\$ 75,000
2023	\$ 75,000
2024	\$ 70,000
2025	\$ 29,000
2026	\$ 29,000
2027	\$ 29,000
Total Cost:	\$ 307,000

Total Cost for 6 years including (1) Full Revaluation: \$ 307,000

*Revaluation Year

Option C: includes annual maintenance assessment services to maintain the assessment roll and property records, including new construction, demolition, new parcels, sales, annexations, exemption review, municipal parking permits and personal property assessment. In addition, we would conduct one full revaluation for the 2023 assessment year which includes a complete update of all taxable assessed values to reflect recent sales along with onsite interior and exterior inspections. This option also allows the city to spread the 2023 full revaluation cost over three years. Postage and mailing services costs are estimated to be an additional \$7,500 +/- during the 2023 revaluation assessment year.



To: Mayor and City Council
From: Jon Petroskey, Fire Chief
Date: September 15, 2021
Re: CIP Funds to Purchase EMS Supply Inventory Program

I am requesting to purchase an inventory program for our EMS supplies. This program uses RFID (Radio Frequency Identification) technology to provide accurate inventory along with expiration dates of medications. As our service continues to grow, so does our inventory and the time it takes to do regular inventory checks on the ambulances and EMS room

As part of the CIP budget, I put money aside for EMS equipment and I would like to use these CIP funds to purchase the RFID software, scanner and labels to get started in organized our EMS supplies and reduce the number of hours it takes to do inventories.

We have received two quotes and I am recommending the quote from Silent Partner Technologies at \$4,995. Menominee Tribal EMS, Medical, Dental and Eye clinics recently purchased this system and is very happy with it.

Feel free to contact me if you have questions.

SILENT PARTNER TECHNOLOGIES

3802 Ehrlich Rd
Tampa, FL 33624 US
accounting@spt4u.com

**Estimate****ADDRESS**

Adam Finn
Antigo Fire

ESTIMATE

4074

DATE

08/25/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOU
SPT-STRTR-KIT	1st Year annual 1 Day of site setup (includes medical supplies/Assets database), training, etc. 1 2d scanner 1 Zebra 8500 RFID handheld Assortment of 30 Asset Tags 500 Standard labels 250 Rat Tail labels	1	4,995.00	4,995.
TOTAL				\$4,995.00

Accepted By

Accepted Date

Attachment: Estimate_4074_from_SILENT_PARTNER_TECHNOLOGIES (5139 : Purchase EMS Supply Inventory Program)

Quotation

Quote ID 59717
Date September 3, 2021
Expiration October 18, 2021
Client URL

Prepared By Alina Bailey
Regional Account Manager
(678) 566-6787
alina@operativeiq.com

Quotation For

City of Antigo Fire- WI
, Wisconsin
7153507350

Annual Service License					
Description	Part Number	Quantity	Price	Monthly	Total
Inventory and Asset Management License	IQ10018	5.00	\$35.00	\$175.00	\$2,100.00
RFID Annual Data Service and Support License (Up to 10 Readers)	IQ10382	1.00	\$100.00	\$100.00	\$1,200.00
Subtotal					\$3,300.00

Professional Services					
Description	Part Number	Quantity	Price		Total
Traditional Training (90 Day Consult) – Inventory & Asset Management	IQ10218	1.00	\$1,500.00		\$1,500.00
Quick Start Training (30 Day Consult) – IQ Genius RFID	IQ10257	1.00	\$800.00		\$800.00
Subtotal					\$2,300.00

Equipment					
Description	Part Number	Quantity	Price		Total
Touchscreen Handheld RFID Reader (Includes: Power Supply, Cradle, Certified for use in USA and CANADA)	IQ10443	1.00	\$1,650.00		\$1,650.00
Zebra ZD621R RFID 300DPI Label Printer / Encoder (USB/Ethernet)	IQ10676	1.00	\$1,650.00		\$1,650.00
Zebra ZD420t Barcode Label Printer (USB)	IQ10410	1.00	\$500.00		\$500.00
Datalogic Barcode Reader with External Power Cord for use with Tablets (Includes IQ10012 and IQ10089)	IQ10088	1.00	\$545.00		\$545.00
RFID Folding Inventory & Narcotics 1" Tracking Label (1000 Labels) - Light Blue	IQ10478	4.00	\$255.00		\$1,020.00
Fiberglass RFID Asset Tag AT04 Encoded with Barcode & Label VHB Tapel - 3.8" x 1.0" x .2" (10' Range)	IQ10398	30.00	\$7.50		\$225.00

HID InLine Ultra RFID Asset Tags (10 Tags)	IQ10138	3.00	\$50.00		\$150.00
Zebra Barcode Label Kit 3" X 1" with Wax/Resin Ribbon (2,100 labels) - White	IQ10064	1.00	\$35.00		\$35.00

Subtotal \$5,775.00

Thank you for choosing Operative IQ. We appreciate your business.

Total \$11,375.00

Comments or Special Instructions

Licensing Agreement

- Scope:** EMS Technology Solutions will provide City of Antigo Fire- WI, a private, public, or collective entity (the "Customer") access to Operative IQ management software as a service (the "Service"). The terms and conditions held within (the "Agreement") represent the terms and conditions under which EMS Technology Solutions will grant licenses to Customer for the Service. This Agreement shall begin on the signed Agreement date and maintain for the initial term of one (1) year (the "Term"). Upon expiration of the Term, Agreement will automatically renew for an additional one (1) year Term, unless terminated in accordance with Section 13, in which Customer may terminate the Agreement without penalty anytime during the Term contingent on a thirty (30) day written notice informing EMS Technology Solutions of intent. The initial Term together with any extensions thereof is referred to in the aggregate as the "Term". EMS Technology Solutions and the Customer shall sometimes be individually referred to as a "Party" and sometimes collectively referred to as the "Parties."

This Agreement along with the attached Quote sets forth the Services to be provided by EMS Technology Solutions and is hereby incorporated into and made an integral part of the Agreement between EMS Technology Solutions and Customer.

- Grant of Exclusive License:** Subject to the terms and conditions of this Agreement, EMS Technology Solutions hereby grants to Customer irrevocable use of the Service during the aforementioned Term. Customer acknowledges that the Operative IQ management software, including all aspects of the system and software, all supporting documentation, all versions, improvements, and developments however derived; all marks used therewith; and all intellectual property rights associated with any of the foregoing, are the property of EMS Technology Solutions and that EMS Technology Solutions holds all related patent, trademark, copyright, or trade secret interests therein. Customer further acknowledges that the Operative IQ management software, including the software and supporting documentation, is treated by EMS Technology Solutions as its secret and proprietary information of substantial value, and Customer shall treat such information so received in confidence and shall not use, copy, disclose, reverse engineer nor permit any Licensee Personnel or any other person or entity to use, copy, disclose, or reverse engineer the same for any purpose that is not specifically authorized under this Agreement.
- Product Service Fees:** Requested Payment Terms and quantity of licenses specific to each Service ("Service License") shall be as specified on the Quote. Customer holds option of Service License Requested Payment Term of annual, quarterly, monthly which is to be identified on Agreement. Requested Payment Term will be annual in the event of failure of Customer to identify. In the event of Agreement termination prior to the end of a Term, the Service License will be prorated to reflect the number of months remaining in the final Term.

Quantity of Licenses may be increased or decreased without penalty. Minimum license requirements may apply based on the Service selected. Changes to the Service and equipment may be made at any time by contacting EMS Technology Solutions. Any additional Service may be added at any subsequent date by agreement of both EMS Technology Solutions and Customer. Any changes to the Service and equipment provided will be governed by this Agreement unless a new agreement is requested in writing.

Custom RFID Solutions or IT Professional Services Terms are 50% down to commence production, 50% upon delivery. A non-cancellable purchase order will be required.

- Professional Services:** Professional Services shall be as specified on the Quote and payable upon receipt. Professional Services may include setup expenses, traditional remote training, onsite professional services, remote optimization services or custom systems integration and development. Traditional training includes dedicated time for Customer operations administrators with an EMS Technology Solutions Implementation Manager to complete interactive training online via GoToMeeting webinars. Onsite Professional Services include travel expenses within the continental United States. International, Hawaii and Alaska travel expenses are not included and will be invoiced upon completion of travel. Training packages will have a fixed duration. It is the client's responsibility for scheduling training sessions during this time with an Implementation Manager. Unused training time will not be refunded.

5. **Enterprise Professional Hours** – Certain Enterprise level contracts may include complimentary professional service hours. Enterprise level accounts may need to integrate Operative IQ with existing business software (e.g., Oracle, NetSuite, HR Programs, etc.) and these hours can be used towards those IT projects. Professional service hours can also be used for additional training if needed; these additional training hours would be outside of the initial training package purchased in the contract. Professional service hours are allotted annually at the contract date and cannot be banked or rolled over each year and are provided up to the specified amount in the contract. Should additional hours be needed for an integration project, the time and cost difference will be generated as a separate quote. Additional training can be purchased at any time.
6. **Technical Support:** EMS Technology Solutions will provide application support and hosting as well as database management services for the Service on our application servers. EMS Technology Solutions will provide on-going technical and non-technical support for application users as part of the Service License. Maintenance upgrades to the Service that are relevant to all customers will be provided at no additional charge.
7. **Data Security:** EMS Technology Solutions uses a Disaster Recovery as a Service (DRAAS) solution to replicate data to a secondary datacenter for use in the event of a disaster. Local data backups are performed daily. Alert Logic Threat Manager is and Data Center Security are in place to further protect the computing environment and Customer data. Ownership of the data remains under the jurisdiction of the Customer.
8. **Equipment:** Customer may purchase equipment including RFID Readers, Barcode Printers, Barcode Readers, Biometric Readers, and Consumables as needed to operate the Service. Prices for equipment shall be specified on the agreement. Equipment invoices shall be payable upon receipt.
9. **Warranties:** Equipment sold by EMS Technology Solutions carry only those warranties specified for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. As to such equipment there are no other expressed or implied warranties, including any warranty of merchantability or fitness for a particular purpose. If there is a breach or violation of any such warranties EMS Technology Solutions shall hold option, to repair or replace the equipment. EMS Technology Solutions shall not be liable for punitive, special, proximate, incidental, consequential, or exemplary damages including loss of profits. Notwithstanding this warranty, Customer shall be responsible for all regular service and maintenance of equipment. In no event will EMS Technology Solutions be liable for any damages or nonconformity of equipment to the extent caused either directly or indirectly by Customer or its designated representatives, employees, contractors, or agents.
10. **Indemnity:** EMS Technology Solutions shall defend, indemnify and hold harmless Customer, and its elected officials, directors, officers and employees, from any claims, losses, damages, penalties, judgments and liabilities, including all reasonable related costs and expenses, arising in connection with any action or claim that the Service infringes or misappropriates any patent, copyright, trade secret or other intellectual property right, including any third party intellectual property right.
11. **Force Majeure:** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
12. **Confidentiality:** Neither Party may disclose Confidential Information (as hereinafter defined) of the other Party to a third party without the prior written consent of the other, except as required by law, pursuant to a valid order or directive of a court or other governmental body, agency, department, or entity of the United States, any State, or any political subdivision of either the United States or any State, or in response to a subpoena (or similar instrument) issued in connection with an administrative or judicial proceeding, or as necessary to perform its obligations or to enforce its rights or establish obligations under this Agreement. Notwithstanding the forgoing; EMS Technology Solutions may, subject to Customer's prior written consent, use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither Party will make any press release or other public announcement regarding this Agreement without the other Party's prior written consent except as required under applicable law or by any governmental agency. Subject to the provisions of this section, Customer shall maintain the confidentiality of all source materials and other sensitive information regarding software functionality. The recipient of Confidential Information shall give prompt notice to the other Party of an order, directive, or subpoena prior to disclosure so that an appropriate protective order or other action regarding such disclosure can be sought.

For purposes hereof, "Confidential Information" means all confidential and propriety information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing (and if disclosed orally, promptly confirmed in writing thereafter), that is designated and clearly identified as confidential, and for purposes hereof Confidential Information includes all Customer data. Confidential Information (except for Customer data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

The obligations of the Parties with respect to Confidential Information shall survive the expiration or termination of this Agreement.

13. Miscellaneous: Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customers "own use" as to not be shared with separate entities, such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either Party unless reduced to writing and signed by an authorized employee of the Party to be bound.
14. Termination: Either Party may terminate this Agreement at any time with or without cause for any reason or for no reason by giving the other Party at least thirty (30) days prior written notice. In addition, EMS Technology Solutions may terminate this Agreement by written notice to the Customer if the license fee due hereunder is not timely paid and such non-payment is not cured within 90-days from the due date. Notwithstanding the foregoing, however, each Party reserves the right to terminate this Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; or (b) the other Party commits or suffers any act of bankruptcy or insolvency. If this Agreement for service is terminated for any reason, Customer will be provided access to a backup of the Customer's data. EMS Technology Solutions will retain a copy of Customer's data for up to one (1) year from date of termination.
15. Relationship of Parties: Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party, except to the extent specifically authorized in writing by the other Party.
16. Assignment: This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning Party's assets, or (b) the non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Customer or EMS Technology Solutions shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
17. Notices: All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified United States mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. For purposes hereof, notice or other communications shall be deemed to have been given, delivered, or provided (i) if delivered personally, at the time of delivery, (ii) if sent by facsimile, at the time the confirmation of such facsimile (whether by personal delivery, registered or certified mail, or overnight courier) is given or provided, (iii) if sent by nationally-recognized overnight courier, at the time of delivery by the courier, or (iv) if sent by registered or certified mail, postage prepaid, return receipt requested, 72 hours after deposit in the United States mail.
18. Headings: The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
19. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties agree that the enforcement of any provision of this Agreement shall be brought solely in the courts of Cobb County, Georgia.
20. Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
21. Waiver: The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or insistence or excuse a similar subsequent failure to perform any such term or condition by the other Party. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.
22. Signed Agreements: Signed Agreements must be received within 45 days of the quotation date.

Quotation Summary

Quote ID 59717
Date September 3, 2021
Expiration October 18, 2021
Client URL
Amount \$11,375.00

Prepared By Alina Bailey
Regional Account Manager
(678) 566-6787
alina@operativeiq.com

Contact Information

Billing Information

City of Antigo Fire- WI

, Wisconsin
7153507350

Shipping Information

City of Antigo Fire- WI

, Wisconsin

Requested Payment Terms ☐ Annual, Net 45 ☐ Quarterly, Net 30 ☐ Monthly, Net 15

Existing Customers:

New Licenses Prorated and Aligned on the Same Invoice Frequency as Existing Licenses? ☐ Yes ☐ No

Accounting Email

Acceptance of Quotation

IN WITNESS WHEREOF, the person signing below represents and warrants that she or he has the authority to bind City of Antigo Fire- WI and execute the terms of this agreement.

Signature

Name

Title

Date

Agreements can be Signed Electronically
or Faxed to (404) 424-9401
Attn: Alina Bailey

Attachment: City of Antigo Fire- WI - Operative IQ Quote (5139 : Purchase EMS Supply Inventory Program)

Standard Equipment Options

Standard Equipment can be ordered at any time by using the Operative IQ Integrated Supplier option from your Purchasing Module or by sending a Purchase Order to your Account Manager. Below is a list of equipment categories we offer. For details, pricing, or custom RFID Solutions, tracking tags or equipment please contact your Account Manager. Prices are subject to change. All equipment offered is tested for use with the Operative IQ system.

- ✓ BARCODE PRINTERS AND READERS
- ✓ BARCODE LABELS AND SEALS
- ✓ KOAMTAC BARCODE READERS AND CASES
- ✓ RFID EQUIPMENT
- ✓ RFID TAGS AND SEALS
- ✓ BIOMETRIC FINGERPRINT READERS
- ✓ GEOTAB FLEET TELEMATICS
- ✓ VEHICLE CAMERAS

**For faster ordering use the Operative IQ Integrated Supplier from your Purchasing module. **