



11300 N Buntrock Avenue
Mequon, Wisconsin 53092
Phone (262) 242-3500
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Police Department

www.ci.mequon.wi.us

**Public Safety Committee
Mequon City Hall – South Conference
April 26, 2016, 6:30 PM**

AGENDA

Call to Order, Roll Call

1. Elect Committee Chairman
Action requested: review and approve
2. Approve meeting minutes of February 23, 2016
Action requested: review and approve
3. Protective Services Employee Engagement Survey Results
Discussion only
4. Resolution – Replacement of Squad Video Cameras and Purchase of Body Cameras
Action requested: review and possible action
5. Adjourn

Dated: **April 21, 2016**

/s/ Connie Pukaite, Chairman

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914; twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the Mequon Police Department Office at 262-242-3500, Monday through Friday, 8:00 AM-4:30 PM.

DRAFT

**Public Safety Committee
February 23, 2016
MINUTES**

Present: Aldermen Hawkins, Leszczynski and Pukaite; Police Chief Graff, Fire Chief Bialk, Executive Assistant Kowalchuk, press and interested public

Others Present: Diane Anderson, resident

The meeting was called to order at 6:30 p.m.

1. Approve meeting minutes of December 14, 2015

Moved by Alderman Leszczynski, seconded by Alderman Hawkins to approve the meeting minutes of December 14, 2015. The motion passed by voice acclamation.

2. Annual report of the Fire Department

Chief Bialk summarized highlights from the Fire Department report for committee members noting that calls increased 11% from last year.

Committee members extended their gratitude and complimented the staff on their professionalism, commitment, and innovative approaches towards department cost efficiencies. The chairman stated she will draft a letter, which all members expressed a desire to sign, to acknowledge on record the department's accomplishments.

In response to questions raised, Chief Bialk additionally updated the committee on station improvements and the availability of Narcan to counteract heroin overdoses on ambulances.

3. Intersection Review: Crestline Road at Haven Avenue

A complaint from resident Diane Anderson was received regarding trees in the public right away that are obstructing intersection visibility at Crestline Road at Haven Avenue. The property owner adjacent to the trees requested that the intersection be evaluated for a four way stop prior to tree removal. Diane Anderson was present at the meeting, however despite emails and home delivery of the meeting and item analysis information, and telephone contacts, the adjacent property owner failed to respond or attend.

Upon inspection of the intersection, city staff determined that visibility is impaired by the trees as they are within the clear site triangle of the intersection. The intersection was also evaluated and determined not to have the crash history or traffic volumes that would warrant a four way stop as per the Manual of Uniform Traffic Control Devices. Because the trees create a public safety hazard and are in the public right of way, the city is obligated and responsible for removing said hazard to provide clear line of sight.

Committee members discussed additional options such as allowing the adjacent property owner to move the existing trees, or having staff explore the idea of offering said property owner like replacement trees from the city's nursery (only if available). Diane Anderson

stated that if replacement trees were offered by the city, said plantings should be much farther back into the private property and kept low, which the committee confirmed would be required.

Further discussion revealed that moving the trees would be problematic due to a nearby fire hydrant (water main), and replacement offers need careful precedent setting consideration.

Alderman Hawkins moved to table this item for further study on utility lines and research of the discussed options, however with no second received, the motion failed.

Moved by Alderman Leszczynski, seconded by Alderman Pukaite to remove the trees per staff recommendation. The motion passed by majority voice vote with one opposed.

The committee additionally suggested that for this current circumstance, the city notify the adjacent property owner of the scheduled removal of these trees via letter and if there is an opportunity to offer "like trees from the city's nursery," share that as well.

It was also suggested for the future that the city explore whether resources would allow them to alert alderman via email of addresses within their district that will be subject to removal of right of way plantings. This would provide opportunity for aldermen to inform their constituents of such city action in advance.

4. Ordinance 2016-1470 – Amending Chapter 46, Article IV, Division 2 of the Mequon Municipal Code as it relates to hunting and the discharge of certain weapons within the city.

This amendment is proposed for committee consideration as a result of bringing the city's existing hunting and weapons ordinance into compliance with current state law which allows much wider bow and arrow, or crossbow use anywhere in the state if you are more than 300 feet from an inhabitable building.

Alderman Leszczynski commented that this new state law seems to imply that a municipality cannot be any more restrictive, asking then if Mequon can still require a weapons discharge permit?

Chief Graff will follow up with the city attorney, who had previously stated that while the city cannot be more restrictive, it is still allowed to charge a fee. He will additionally get clarification on whether the city's weapons discharge permit is required for hunting on one's own property.

Moved by Alderman Hawkins, seconded by Alderman Leszczynski to approve the proposed amended ordinance. The motion passed by voice acclamation.

5. Adjourn

Moved by Alderman Hawkins, seconded by Alderman Leszczynski to adjourn at 7:20 pm. The motion passed by voice acclamation.

Respectfully Submitted,
Diane Kowalchuk
Executive Assistant



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Fax (262) 242-9819

www.ci.mequon.wi.us

ADMINISTRATION DEPARTMENT

To: Public Safety Committee
From: Jesse Thyges, Assistant City Administrator/Human Resources Director
Date: April 26, 2016
Subject: Protective Services Employee Engagement Survey Results

Background

The City of Mequon hired a consultant (MRA – The Management Association) to conduct a voluntary Employee Engagement Survey of the Police and Fire Departments. The goal of the survey was to solicit candid, honest feedback from Fire and Police Department employees specific to the following areas of interest;

- organizational practices
- supervisor and executive leadership effectiveness
- communications
- effectiveness of our daily operations
- compensation
- benefits
- employee development and recognition
- employee commitment and job satisfaction

The voluntary survey was confidential. Surveys were provided to employees with instructions to seal their results in an attached envelope. The postage paid envelope was mailed directly to the consultant No one from the City handled any of the completed surveys.

Analysis

The survey results presentation prepared by MRA is attached for your review. The Committee will note that there was not a high enough rate of return for survey trends to be analyzed for the Police Department. While this is unfortunate, the survey was completely voluntary.

Overall, the survey results point to extremely effective leadership and operational practices on behalf of the Fire Department.

Staff will be attending the Committee meeting to review the summary that was prepared by MRA.

Recommendation

There is no recommendation as this is for discussion only.

Attachments:

1. Employee Engagement Survey results presentation



www.mranet.org

EXECUTIVE SUMMARY

City of Mequon • Fire Department
January 2016

Conducted by:
Kristie Haase, SPHR • Employee Engagement Survey Manager
262.696.3308 • Kristie.Haase@mranet.org



Methodology

- Voluntary employee surveys conducted in January 2016
- 72-item questionnaire: 68 benchmark rated, 2 custom rated, 2 open-end questions
- Fire Department, 70% response rate (48 of 69 employees)
 - A trend analysis of Police Department responses unavailable due to low response rate
- Survey's intent to measure both satisfaction and engagement levels
 - Satisfaction measured based upon favorable/unfavorable responses to each question
 - "Favorable" term refers to combined strongly agree or agree rating responses
 - Engagement determined by MRA's proprietary algorithm
- Where applicable, comparisons are made to
 - Union company benchmarks
 - Regional all-company benchmarks
- Definitions:
 - The term "Executive Leadership" refers to the Fire Chief
 - The term "Supervisor" refers to the person that employee reports to directly



Categories Covered In This Survey

| Ten Survey Categories |
|--------------------------------------|
| Communication |
| Executive Leadership Effectiveness |
| Employee Development and Recognition |
| Operational Effectiveness |
| Organizational Practices |
| Work Life Satisfaction |
| Supervisory Management Effectiveness |
| Employee Commitment |
| Pay |
| Benefits |

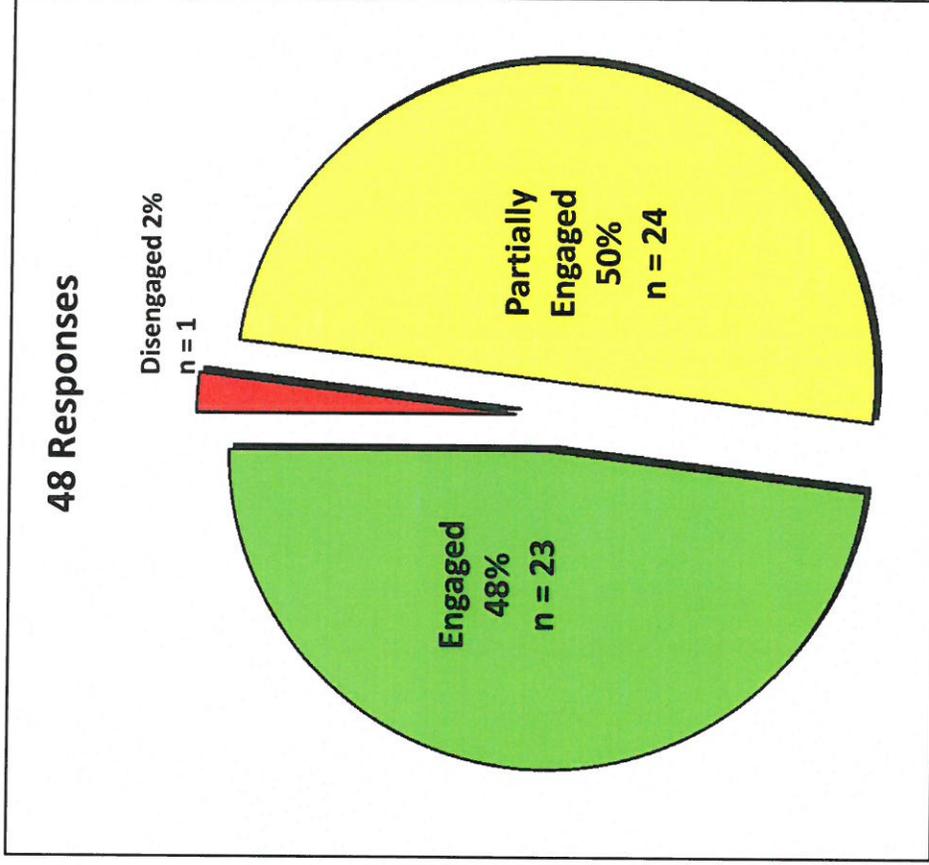
Overall Employee Satisfaction - Compared to Norms

| Survey Categories Green highlights = 11+ points above the norm Red highlights = 11+ points below the norm | Mequon F.D. | Variance to Norm | Norm |
|---|-------------|------------------|------------|
| Communication | 88% | +19 | 69% |
| Executive Leadership Effectiveness | 89% | +17 | 72% |
| Employee Development and Recognition | 88% | +16 | 72% |
| Operational Effectiveness | 92% | +13 | 79% |
| Organizational Practices | 92% | +9 | 83% |
| Work Life Satisfaction | 94% | +9 | 85% |
| Supervisory Management Effectiveness | 90% | +8 | 82% |
| Employee Commitment | 92% | +6 | 86% |
| Pay | 58% | 0 | 58% |
| Benefits | 31% | -50 | 81% |
| Overall Satisfaction - 10 Categories | 85% | +7 | 78% |

- ✓ Category scores that are 10 or more points higher than the norm and are considered “strengths”.
- ✓ Five category scores are near norms and are considered solid scores.
- ✓ Five of ten category scores are 90% or greater and are outstanding!
- ✓ Leadership Effectiveness, Communication, Employee Development & Recognition are very high scores.
- ✓ Pay and Benefits are the only categories with low satisfaction scores.

Employee Engagement

- **Engaged** - Employees work with a passion and feel a profound connection to their company. They drive innovation and move the organization forward. They give 100% of their discretionary effort to work.
- **Partially Engaged** – These employees are “on the fence” in terms of engagement. Sometimes engaged, sometimes not.
- **Disengaged** - These employees are more than just unhappy. They're acting on their unhappiness and undermining the work of others.



- **Engaged:** Above National average of 30% / Above the Regional average of 36%
- **Disengaged:** Well below the National average of 18% / Below the Regional average of 5%

Category Scores – Satisfaction by Engagement Level

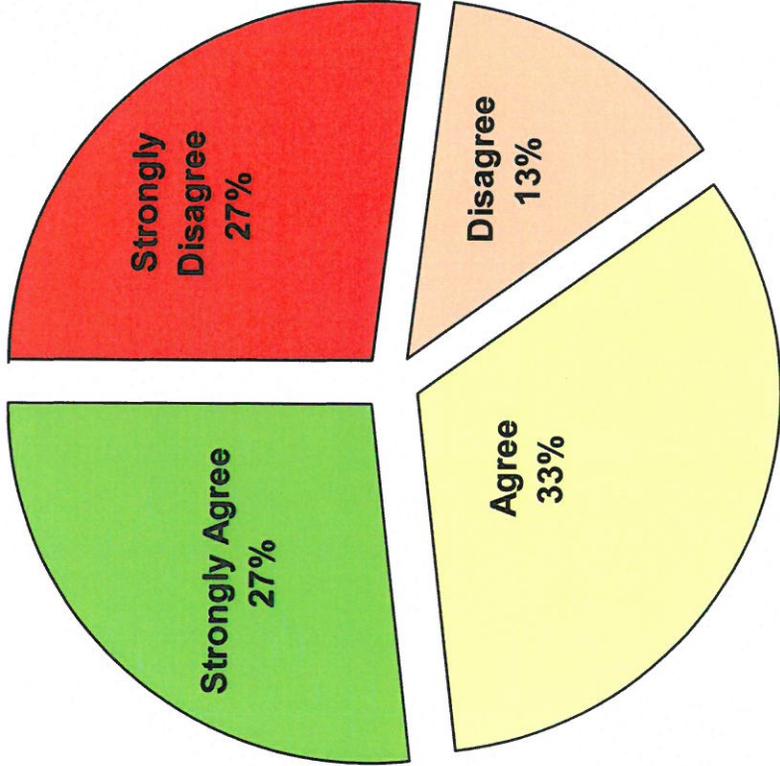
| | By Engagement Level | |
|--|---------------------|---------------|
| | Engaged | Part. Engaged |
| <p>MRA Survey Categories</p> <p>Green highlights = 90%+ for Engaged; 80%+ for Partially Engaged Red highlights < 80% for Engaged; 70% Partially Engaged</p> | | |
| Organizational Practices | 100% | 87% |
| Employee Commitment | 100% | 87% |
| Operational Effectiveness | 98% | 89% |
| Executive Leadership Effectiveness | 97% | 86% |
| Supervisory Management Effectiveness | 97% | 86% |
| Employee Development and Recognition | 97% | 83% |
| Work Life Satisfaction | 96% | 95% |
| Communication | 96% | 84% |
| Pay | 48% | 67% |
| Benefits | 30% | 29% |
| Overall Satisfaction | 90% | 82% |

Engaged and Partially Engaged firefighters are highly satisfied in 8 categories.
 Both groups are extremely dissatisfied with Pay and Benefits.



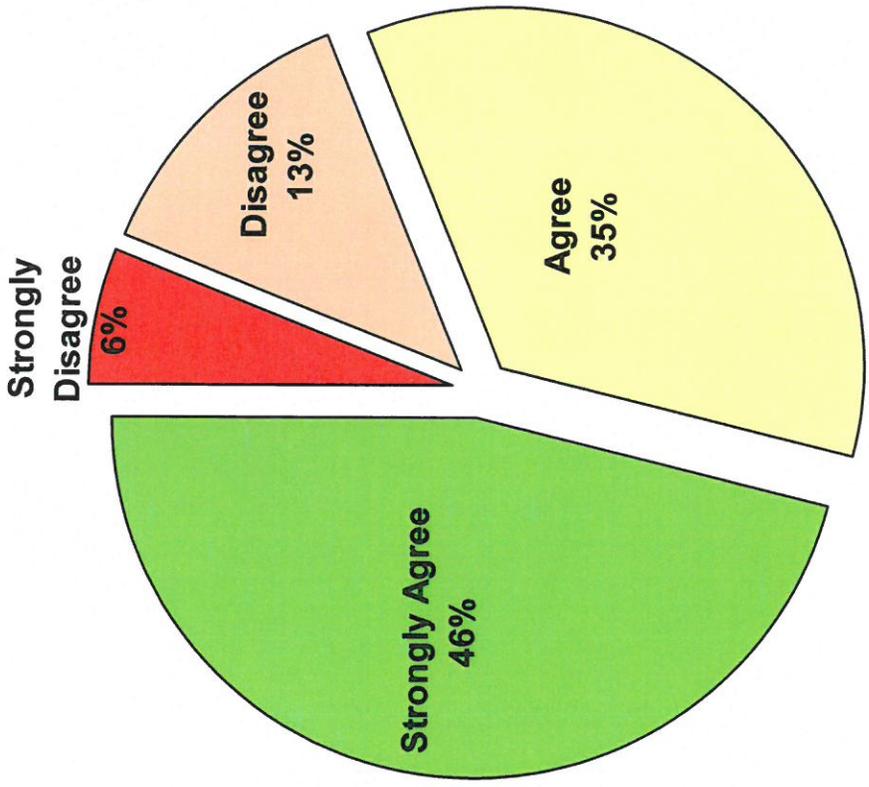
Response breakdown for Custom Rated Question #1

This organization provides adequate staffing to safely and effectively get the job done...



Overall, **60%** responded favorably for the Fire Department providing adequate staffing to safely and effectively getting the job done.

Response breakdown for Custom Rated Question #2 Executive Leadership fosters teamwork and comradery among employees...



Overall, 81% responded favorably for Executive Leadership fostering teamwork and comradery among employees.



Response Summary for Open-End Question #1

Please tell us what improvements you would recommend to help make the City of Mequon Fire Department a better place to work.

ORGANIZATION PRACTICES

- Adjust staffing model for full time staff
 - We are losing staff to full time position elsewhere once trained
- Change policies around “pay on premises” - not paid accurately/fairly
- More full time administrative support
- Make investments in training

PAY AND BENEFITS

- People are putting in close to full time hours
 - But being paid at a part time rate and are not receiving any benefits
- Wage rate unchanged over many years

EMPLOYEE DEVELOPMENT AND RECOGNITION

- More recognition from the community regarding the importance and criticality of the work that is done
- Too much effort placed on continuing to train new hires because of turnover
 - Retain existing staff and allow them to grow



Response Summary for Open-End Question #2

Please tell us what you like most about your work at the City of Mequon Fire Department.

WORKLIFE SATISFACTION

- Helping people in need; helping the community and the city in general
- Member of a close knit team that responds to emergencies
- Being out in the community

EXECUTIVE LEADERSHIP EFFECTIVENESS

- Very knowledgeable leadership with vision
- Leader understands how to solve problems
- Holds people accountable and works to help them excel and be better



Recommendations based upon survey data:

- Firefighters are concerned about the lack of value and recognition .
 - Evidenced by a reluctance to invest in the necessary staffing levels, compensation levels, up to date equipment and training.
 - Identify, agree upon and communicate the “investment” strategy and priorities as well as the rationale around funding support and how the allocations are made.
- Look for ways to work with the community to honor and celebrate the difficult and challenging work performed by firefighters.
- Define and communicate the critical leadership qualities necessary to inspire/develop staff.
 - Ensure leadership competencies are demonstrated equally by all in managerial positions.
 - Look for best practices to share and model.
- Consider gathering compensation and benefit data from similar communities to determine competitive position of Mequon offerings.
 - Make adjustments if necessary and as appropriate.
- Look at staffing strategies: part time, full time, on call, etc.
 - Is the department staffed adequately?
 - Is it able to respond when and where it is needed?
 - This is a core concern for firefighters.



Your Survey Team

- ❖ Survey Design, Administration, Reports, and Analysis
Juli Markham – Senior Survey Analyst
- ❖ Qualitative Analysis and Recommendations
Pam Falvey – HR Director
- ❖ Analysis, Recommendations, Presenter
Kristie Haase – Employee Engagement Survey Manager

Thank you!



To: Public Safety Committee & Mequon Common Council
From: Steve Graff, Police Chief
Date: April 18, 2016
Subject: Replacement of Squad Video Cameras & Purchase of Body Cameras

BACKGROUND: In 2008, squad mounted video cameras were purchased to record police officer interactions with the public, document evidence, and assist with officer training. The video camera units are used 24/7/365 and have been transferred from old to new squads several times. In addition to replacing the outdated squad cameras, this would be an ideal time to purchase body worn cameras.

ANALYSIS: The technology used in the current squad cameras is over 8 years old. Staff has had to repair cameras and replace components with an increasing frequency in the last 2 years. The cameras have a secure door which houses a Compact Flash (CF) card that records data, in the event that the wireless upload feature does not work. These doors have been failing, and the outdated CF cards have had to be replaced numerous times.

There are many different manufacturers in the squad video arena. Staff researched several new video units from some of the leading companies. In the end, the most recent product from Digital Ally, the current brand we use, fits our needs most closely.

- The “back office” software product used to view and manage the recorded videos is the same as the product we already use and are familiar with. The new cameras will interface seamlessly with this software.
- We have already paid for the necessary licensing fees for the server and PCs.
- Customer support has been very responsive to our needs.
- Digital Ally has a Body Worn Camera (BWC) option that integrates with the squad video system

While squad video is useful and important in many respects, body worn video is becoming more popular and is useful in certain situations in which squad video cannot be used. Now, more than ever, citizens are demanding accountability from their police officers. The use of body worn cameras is one more way that police can build and retain trust with the public. Video footage is also useful in defense of false claims against officers and has been proven to save municipalities millions of dollars.

Staff has tested various body cameras over the past few years. These products have improved significantly and we are now confident that the Digital Ally body worn camera is more than suitable for our needs. It syncs with the squad video and is stored and managed with the same software.

Video for both systems will be stored on a server at the Mequon Public Safety Building. Staff researched cloud based storage, but it is very expensive. The attached price quote includes a

16TB server for data storage. The price quoted for a server with equal specifications could not be matched or beat by other sources.

FISCAL NOTE: Replacing 12 squad video camera units, along with the associated equipment and purchasing 12 body worn cameras with associated equipment would total \$66,859.00 after trade in credit and other discounts. The price quote includes a 5-year warranty and the aforementioned server rack.

This price is based on a State of Wisconsin negotiated rate. It is the best available price and the products are only available from the manufacturer. Staff is unable to get other bids on these products. It is not like squad cars where we could go to 3 different Chevy dealers and get 3 different bids on Chevy Impalas.

Staff requested not only a purchase price, but pricing on a lease option as well. A monthly lease to own option is the least costly lease option, with a final total cost of \$72,137.67.

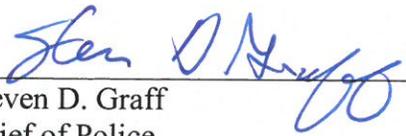
There is currently a balance of \$69,133 in the Police Equipment Capital Project account. However, staff also is planning on replacing the Automated External Defibrillators (AEDs) in the squad cars this year; a purchase that has been put off for several years and has now resulted in the AEDs being outdated and incompatible with the units carried by Mequon Fire and Rescue. The cost of those units is expected to be around \$42,000.

If we followed the Monthly payment option for the remainder of 2016, assuming a purchase of the camera units in July, and replacement of the AEDs, the balance in the capital account would be approximately \$15,000. This would allow for sufficient cash flow should other unanticipated purchases occur in fiscal year 2016.

Eliminating the purchase of body cameras would reduce the purchase price by \$18,475.

RECOMMENDATION: Staff recommends purchasing the squad cameras and body cameras using the monthly lease option. If more funds are budgeted for 2017, there is no associated pre-payment fee, so the balance could be paid prior to paying installments for 36 months.

The purchase of these units is intended to coincide with our upcoming replacement of squad cars. It is much more cost effective to time the installation of the cameras with the installation of all of the other equipment at squad changeover. If we require installation of the cameras at a later date, we will incur additional costs for the removal of the old units and installation of the new units. This cost would be approximately \$800-\$1,000 per car, which would increase our overall costs by \$10,000-\$12,000.



Steven D. Graff
Chief of Police



9705 Loiret Blvd., Lenexa, KS 66219
 800.440.4947
 www.digitalallyinc.com

Lease/Purchase Quote

Mequon Police Department
Sgt. Pat Pryor
11300 N Buntrock Ave.
Mequon, WI 53092

Date: 1/21/2016
Quote Valid: 90 days
Quote Number: MEQWI012116

| Item # | QTY | Description | Unit Price | Extende Price |
|--------------------------|-----|------------------------------|-------------|---------------|
| 001-00216-00 | 12 | FirstVu HD System | \$ 795.00 | \$ 9,540.00 |
| 001-0950-00 | 12 | VuLink, Standard Kit | \$ 495.00 | \$ 5,940.00 |
| 001-00038-02 | 12 | DVM-800 With 5 Year Warranty | \$ 3,995.00 | \$ 47,940.00 |
| 001-0960-LOCAL | 1 | FVHD, Charging Dock | \$ 2,995.00 | \$ 2,995.00 |
| 002-05090-00 | 3 | WM-800 Desktop Charger Kit | \$ 80.00 | \$ 240.00 |
| 001-00005-00 | 1 | Dell R730XD Rack Server 16TB | \$ 8,689.00 | \$ 8,689.00 |
| 004-09061-00 | 3 | WM-928 Microphone | \$ 265.00 | \$ 795.00 |
| | 12 | DVM-750 Trade in Credit | \$ (500.00) | \$ (6,000.00) |
| | 12 | DVM-800 Bundle Discount | \$ (290.00) | \$ (3,480.00) |
| Sub Total: | | | \$ | 66,659.00 |
| Freight: | | | \$ | 200.00 |
| Sales Taxes: | | | \$ | - |
| Total Cash Price: | | | \$ | 66,859.00 |

Lease Options Below:

| Option C- 3 Year Lease | | Payment Frequency | | |
|------------------------|---------------------------|-------------------|--------------|--------------|
| Purchase | Payment Frequency | Monthly | Quarterly | Annually |
| Amount | Payment Amount | \$ 2,003.82 | \$ 6,034.58 | \$ 24,551.20 |
| \$ 66,859.00 | Number of Payments | 36 | 12 | 3 |
| Interest Rate | Total Interest | \$ 5,278.67 | \$ 5,555.97 | \$ 6,794.59 |
| 5% | Total Lease Price | \$ 72,137.67 | \$ 72,414.97 | \$ 73,653.59 |

Please contact the Digital Ally, Inc. Sales Department at 800-440-4947 or sales@digitalallyinc.com if you are interested in beginning a Lease/Purchase Agreement. Standard terms and conditions for this transaction are on the 2 pages that follow.

Lease Purchase Terms & Conditions



1. Digital Ally leases the Equipment to Lessee, and Lessee leases the Equipment from Digital Ally, in each case on the terms, and subject to the conditions, described in this Agreement. Lessee will use the Equipment solely at Designated Location in a careful and proper manner, in full compliance with all applicable laws and regulations. Lessee also acknowledges that upon delivery of the Equipment to Lessee, Digital Ally has fulfilled its obligations under this Agreement.

2. Lessee will pay Digital Ally the Total Monthly Payment set forth above for each calendar month during the Lease Period as rent for the Equipment without deduction or set-off. Lessee will pay Digital Ally the Total Monthly Payment, with the first Total Monthly Payment due on the date set out above and each subsequent Total Monthly Payment will be due every 30 days thereafter. Total Monthly Payments must be paid to Digital Ally at the address noted below. In the event that Lessee fails to make Total Monthly Payments when due, Digital Ally may assess a late charge equal to 1 ½% per month of the amount past due, or the highest rate then permitted by law, whichever is less. Lessee must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of past due Total Monthly Payments.

3. Lessee acknowledges that the Equipment is, and at all times will remain during the Lease Period, the sole and exclusive property of Digital Ally. Lessee agrees, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may be reasonably requested in order to protect Digital Ally's ownership interest in the Equipment during the Lease Period, including the filing of financing statements as necessary to perfect its interest. At the end of the Lease Period for an item of Equipment, and if Lessee has fully complied with all obligations under this Agreement, Lessee will have completed the purchase of, and will own, such item of Equipment.

4. If Lessee fails to pay any amounts due under this Agreement when due, or Lessee breaches any other obligation under this Agreement and fails to cure such breach within 30 days after Digital Ally's written notice to Lessee concerning such breach, then Digital Ally may take any one or more of the following actions, in its sole discretion: (a) declare the aggregate Total Monthly Payments due during the Lease Period to be immediately due and payable by written notice to Lessee, (b) sue for and recover all Total Monthly Payments due during the Lease Period and other amounts then or thereafter owing to Digital Ally under this Agreement, (c) take possession of the Equipment, without demand or notice to Lessee, wherever it is located, without any court order or other process of law (Lessee waives all damages occasioned by such repossession), (d) terminate this Agreement or (e) pursue any other remedy available at law or in equity. Notwithstanding any repossession or any other action that Digital Ally may take, Lessee will be and remain liable for the full performance of its obligations under this Agreement. All of Digital Ally's remedies are cumulative, and may be exercised concurrently or separately.

5. Lessee must keep the Equipment free and clear of all liens and encumbrances. Lessee must report, pay and discharge when due all license and registration fees, assessments, sales use and property taxes, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, arising out of the possession, use or operation of the Equipment during the Lease Period, together with any penalties or interest, that are imposed by any federal, state or local government or any agency, or department thereof, upon either the Equipment or the use, operation or leasing of the Equipment during the Lease Period and whether or not assessed against or in the name of Lessee or Digital Ally.

6. During the Lease Period, Lessee will not be liable for any cost of repairs or replacement of the Equipment, unless repairs or the need to replace the Equipment is a result of abuse, accident, unauthorized use, while in the possession of the Lessee.



7. Lessee assumes, and will bear all risk of loss or damage to the Equipment from the date of delivery to the date Digital Ally receives the Equipment from Lessee. Lessee will carry insurance against loss or damage by fire, theft, explosion and all other hazards and risks ordinarily subject to extended coverage insurance for the full fair replacement value of the Equipment.

8. Lessee may terminate this Agreement partially (as to any particular item of Equipment) or wholly (as to all Equipment) prior to the expiration of the Lease Period by giving 90 days written notice and returning the Equipment to Digital Ally in good condition, less normal wear, tear and depreciation. Upon termination of the Lease Period, the Equipment must be returned to Digital Ally, in good working condition, less normal wear, tear and depreciation. Upon proper return and Digital Ally's receipt of the Equipment from the Lessee, the Lessee will be under no obligation to make any further Total Monthly Payments for the returned Equipment. The termination of this Agreement will not prejudice Digital Ally's rights under this Agreement with respect to obligations of Lessee then accrued and remaining unsatisfied. In addition, Sections 9, 11 and 17 will survive any such termination or expiration.

9. Each party will each defend and indemnify the other and the other's employees, officers, directors and agents against all damages for bodily injury, including death, or damage to real or tangible personal property to the extent proximately caused by the indemnifying party in the course of performing this Agreement. Each party's indemnification obligations under this Section are conditioned upon the indemnified party: (a) promptly notifying the indemnifying party of any claim in writing, (b) cooperating with the indemnifying party in the defense of the claim, and (c) granting the indemnifying party sole control of the defense or settlement of the claim.

10. Neither this Agreement nor any interest in this Agreement or any of the Equipment is assignable or transferable by operation of law. Digital Ally may exercise any one or more of the remedies set forth in Section 4 if (a) any proceeding under bankruptcy laws (or any other law for the protection of creditors) is commenced by or against Lessee, (b) Lessee is adjudged to be insolvent, (c) Lessee makes any assignment for the benefit of its creditors, (d) a writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days thereafter, or (e) a receiver is appointed in any proceeding or action to which Lessee is a party with authority to take possession or control of the Equipment. This Agreement will not be treated as an asset of Lessee after Digital Ally's termination of this Agreement under Section 4.

11. This Agreement will be governed by and interpreted under Kansas law as it applies to contracts entered into and performed wholly within Kansas, without giving effect to its principles of conflict of laws.

12. This Agreement constitutes the entire agreement and understanding of the parties with respect to the transactions contemplated under this Agreement and supersedes all prior agreements, arrangements and understandings of the parties, whether written or verbal, with respect to the subject matter of this Agreement. This Agreement may not be amended, supplemented or otherwise modified (including any waiver of a right, power or privilege) except in a writing executed by Digital Ally and Lessee. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

COMMON COUNCIL
CITY OF MEQUON, WISCONSIN

RESOLUTION XXXX

**REPLACEMENT OF SQUAD VIDEO CAMERAS
AND PURCHASE OF BODY WORN CAMERAS**

WHEREAS, the Mequon Police Department provides 24-hour police services and is committed to training and continued development of its officers; and

WHEREAS, the Mequon Police Department may record contacts with the public and other incidents the officers are involved in for evidentiary purposes; and

WHEREAS, the Mequon Police Department researched several new video units from some of the leading companies and the most recent product from Digital Ally, the current brand the department uses, fits our needs most closely; and

WHEREAS, the purchase of these units is intended to coincide with our upcoming replacement of squad cars as it is much more cost effective to time the installation of the cameras with the installation of all the other equipment at squad changeover; and

WHEREAS, body worn video is useful in certain situations in which squad video cannot be used, and citizens are demanding accountability from their police officers now more than ever; and

WHEREAS, Digital Ally also has a Body Worn Camera (BWC) option that integrates with the squad video system; and

WHEREAS, a price quote based on a State of Wisconsin negotiated rate, was obtained from Digital Ally with a 5-year warranty in the amount of \$66,859.00 after trade in credit and other discounts, or \$72,137.67 if paid via a monthly lease to own option; and

WHEREAS, staff recommends purchasing the squad cameras and body cameras using the monthly lease option to allow for sufficient cash flow until more funds are budgeted in the future and there is no associated pre-payment fee; and

WHEREAS, the Public Safety Committee, at its April 26, 2016, meeting, agreed with staff's recommendation.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Mequon that staff is hereby directed to enter into an agreement with Digital Ally to purchase this equipment using the 36 month lease option for a total payment of \$72,137.67.

Approved: _____
Dan Abendroth, Mayor

Date Approved: _____

This is to certify that the foregoing resolution was adopted by the Common Council of the city of Mequon, Wisconsin at a meeting held on the _____ day of _____, 2016.

William Jones, City Administrator/Clerk