



Livingston City Commission Agenda

October 18, 2016

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Consent Items

A. CONSENT - Approve Minutes from 10.11.16 Regular Commission Meeting Page 4

B. CONSENT - Approve Bills and Claims 1st Half of October 2016 Page 8

C. CONSENT - Approve members to the Skate Park Committee, including Derek Smith, Chad Wistey, Willow Bach-Hanson, B. Jon Lukenbill, Nathan Giambra, D. Drake Burford, Vasa White, Robert Everson, Michael Pincon Page 14

6. Proclamations

7. Scheduled Public Comment

8. Public Hearings

9. Ordinances

10. Resolutions

A. RESOLUTION NO. 4705- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH MOTOROLA FOR THE PURCHASE OF EQUIPMENT AND SOFTWARE AND FOR PROFESSIONAL SERVICES FOR THE CITY OF LIVINGSTON'S DISPATCH CENTER. Page 24

- B. RESOLUTION NO. 4704 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH LAWELLIN LAW, P.C. FOR THE PROVISION OF LEGAL SERVICES FROM COURTNEY LAWELLIN IN THE ROLE OF INTERIM CITY ATTORNEY.**

Page 46

11. Action Items

- A. DISCUSS/APPROVE/DENY - Secondary offer for City Manager if chosen Finalist declines offer**
- B. DISCUSS/APPROVE/DENY – Schedule time to take final action on 10th Street Abandonment**
- C. DISCUSS/APPROVE/DENY - Appointment of a Commissioner to the Livingston Fire and Rescue Overtime Reduction Work Group**
- D. DISCUSS/APPROVE/DENY - Hiring process for City Attorney recruitment**
- E. DISCUSS/APPROVE/DENY - Change in reporting relationship for City Attorney and possible revision of City Ordinances**

12. City Manager Comment

13. City Commission Comments

14. Public Comments

Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).

15. Adjournment

Calendar of Events

CALENDAR OF EVENTS

October 17, 2016 - 4:00 p.m. - City/County Compact - Community Room, City/County Complex

October 18, 2016 - 6:30 p.m. - City Commission Meeting - Community Room, City/County Complex

October 19, 2016 - 8:30 a.m. - Urban Renewal Agency - East Room, City/County Complex

October 19, 2016 - 4:00 p.m. - Library Board - Library Conference Room

October 19, 2016 - 5:00 p.m. - Planning Board - Community Room, City/County Complex

October 26, 2016 - 6:30 p.m. - Parks and Trails - Community Room, City/County Complex

November 1, 2016 - 6:30 p.m. City Commission Meeting - Community Room, City/County Complex

Supplemental Material

Notice

- **Public Comment:** The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).
- **Meeting Recording:** An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- **Special Accommodation:** If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

Backup material for agenda item:

A. CONSENT - Approve Minutes from 10.11.16 Regular Commission Meeting

MINUTES

**Livingston City Commission
October 11, 2016
6:30 p.m.
City- County Complex, Community Room**

1. Roll Call

- Bennett, Hoglund, Friedman, Schwarz and Sandberg were present.

2. Moment of Silence

3. Pledge of allegiance

4. Consent Items (00:01:54)

A. CONSENT - Approve minutes from 9.23.16 Special Meeting

B. CONSENT - Approve minutes from 9.27.16 regular Commission Meeting

C. CONSENT- Ratify Bills and Claims 2nd Half of Sept 2016

D. CONSENT - Approve Dan Durgan to Livingston Business Improvement District Board

E. CONSENT - Approve Library Board's recommendation for Julie Hancock for Library Board, per letter of recommendation from Library Board

- Friedman made a motion to approve Consent Items A-E. Hoglund seconded.
 - All in favor, motion passed 5-0.

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

8. Ordinances

9. Resolutions

A. RESOLUTION NO. 4684 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE HUMANE SOCIETY OF PARK COUNTY, INC., D/B/A STAFFORD ANIMAL SHELTER, FOR THE IMPOUNDMENT AND BOARDING OF CERTAIN ANIMALS (00:02:42)

- Steve Leach and Alisha Davis made comments (00:05:20)
- Hogleund made a motion to pass Resolution No. 4684. Friedman seconded.
 - All in favor, motion passed 5-0.

B. RESOLUTION NO. 4702 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN OVERHEAD ELECTRIC POWERLINE EASEMENT THAT GRANTS AN EASEMENT TO NORTHWESTERN CORPORATION D/B/A NORTHWESTERN ENERGY. (00:25:43)

- Schwarz made a motion to pass Resolution No. 4702. Friedman seconded.
 - Motion passed 3-2. (Hogleund and Sandberg opposed.)

C. RESOLUTION NO. 4703 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH ELITE TRUCK AND TRAILER, INC., D/B/A ROCKY MOUNTAIN TRUCK CENTER FOR THE PURCHASE OF A NEW GARBAGE TRUCK. (00:42:48)

- Friedman made a motion to pass Resolution No. 4703. Hogleund seconded.
 - All in favor, motion passed 5-0.

10. Action Items

A. DISCUSS/APPROVE/DENY -- OFFER OF EMPLOYMENT TO CITY MANAGER CANDIDATE. (00:51:08)

- Sandberg made a motion to close the session to the five City Commissioners. No second.
- City Commission, City Attorney and Interim City Manager met in closed session (00:53:00)
- Open Session City Commission meeting reconvened (02:40:00)
- Friedman made a motion to make a job offer to Sidney Mitchell. Schwarz seconded.
 - All in favor, motion passed 5-0.
- Sandberg made a motion to offer Mr. Mitchell \$105,000 salary plus \$10,000 moving expense. Schwarz seconded.
 - Motion failed 2-3. (Hogleund, Friedman and Bennett opposed.)
- Hogleund made a motion to offer Mr. Mitchell \$100,000 salary plus \$10,000 moving expense. Friedman seconded.
 - Motion passed 3-2. (Sandberg and Schwarz opposed.)

B. DISCUSS/APPROVE/DENY – INCREASE OF .6 FTE VACANT POSITION IN DISPATCH TO A 1.0 FTE UTILIZING OVERTIME SAVINGS. (00:44:20)

- Friedman made a motion to approve Action Item B. Hoglund seconded.
 - All in favor, motion passed 5-0.

11. City Manager Comment (02:50:46)

12. City Commission Comments

- Sandberg made comments (02:51:11)
- Schwarz made comments (02:51:33)
- Friedman made comments (02:51:50)
- Hoglund made comments (02:54:10)
- Bennett made comments (02:55:50)

13. Public Comments

- Jay Kiefer made comments (02:56:50)

15. Adjournment (03:00:09) 9:30 p.m.

Backup material for agenda item:

B. CONSENT - Approve Bills and Claims 1st Half of October 2016

10/12/16
10:41:59

CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 10/16

Page: 1
Report ID: AP100Z

For doc #s from 30148 to 30216, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	410360 CITY JUDGE	2608 STATE OF MONTANA - ITSD	33% Video conferenci	109.29
1000 GENERAL	410400 CITY MANAGER	3184 MASTERCARD	City Manager Finalis	2,327.12
1000 GENERAL	410400 CITY MANAGER	3184 MASTERCARD	City Manager Finalis	556.72
1000 GENERAL	410400 CITY MANAGER	3184 MASTERCARD	Varidesk	495.00
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	CC testing fee	2.80
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	CC testing Service c	1.50
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	CC Testing charge	5.25
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	CC testing	1.52
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	CC testing charge	1.50
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	CC testing service c	1.50
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	Test online service	1.50
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	CC test fee	1.50
1000 GENERAL	410550 ACCOUNTING	3184 MASTERCARD	CC test fee	1.62
1000 GENERAL	410550 ACCOUNTING	3248 AGENDA PAL	Subscription Service	150.00
1000 GENERAL	410550 ACCOUNTING	3339 CUNNINGHAM, ANNA	Postal Annex Errands	14.00
1000 GENERAL	410550 ACCOUNTING	3339 CUNNINGHAM, ANNA	MLCT Mileage/Meals	233.56
1000 GENERAL	411030 PLANNER	102 INDUSTRIAL TOWEL	Rug Maintenance	8.56
1000 GENERAL	411100 CITY ATTORNEY	3184 MASTERCARD	City Attorney Recrui	99.00
1000 GENERAL	411100 CITY ATTORNEY	2823 WEST PAYMENT CENTER -	Oct Charges	275.56
1000 GENERAL	411230 FACILITY MAINTENANCE	509 DELTA SIGNS & GRAPHICS	37% 414 E. Callender	422.61
1000 GENERAL	411230 FACILITY MAINTENANCE	63 HOUSE OF CLEAN	37% Janitorial Suppl	33.23
1000 GENERAL	411230 FACILITY MAINTENANCE	63 HOUSE OF CLEAN	37% Janitorial Suppl	45.42
1000 GENERAL	411230 FACILITY MAINTENANCE	63 HOUSE OF CLEAN	37% Janitorial Suppl	36.25
1000 GENERAL	411230 FACILITY MAINTENANCE	102 INDUSTRIAL TOWEL	Rug Maintenance	37.70
1000 GENERAL	411230 FACILITY MAINTENANCE	3184 MASTERCARD	B Street Irrigation	101.86
1000 GENERAL	411230 FACILITY MAINTENANCE	3184 MASTERCARD	Star Road Utilities	50.70
1000 GENERAL	411230 FACILITY MAINTENANCE	3184 MASTERCARD	B St Irrigation Util	190.82
1000 GENERAL	411230 FACILITY MAINTENANCE	3184 MASTERCARD	B St Utilities	55.25
1000 GENERAL	411230 FACILITY MAINTENANCE	3184 MASTERCARD	Star Rd Utiliities	50.70
1000 GENERAL	411230 FACILITY MAINTENANCE	3184 MASTERCARD	B Str Utilities	58.93
1000 GENERAL	411230 FACILITY MAINTENANCE	3519 OPPORTUNITY BANK OF	September Business O	1,775.00
1000 GENERAL	411230 FACILITY MAINTENANCE	3519 OPPORTUNITY BANK OF	October Business Off	1,775.00
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	162 CENTURYLINK	Finance Office	372.64
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	414 E. Callender Int	3,118.80
1000 GENERAL	411300 CENTRAL COMMUNICATIONS	3440 CHARTER COMMUNICATIONS	110 S B St Internet	888.49
1000 GENERAL	411700 CENTRAL STORES	1783 J & H OFFICE EQUIPMENT	Canon Copier Lease	213.00
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Stamps.com Monthly f	24.99
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Cleaning supplies	91.89
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Staples, envelopes,	204.54
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Dispatch Supplies	162.89
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Post its	4.61
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Kleenex	93.60
1000 GENERAL	411700 CENTRAL STORES	3184 MASTERCARD	Dispatch supplies	28.26
1000 GENERAL	420100 OPERATING ACCOUNT	2569 HARD, WAYNE	Travel Expenser - De	115.00
1000 GENERAL	420100 OPERATING ACCOUNT	3376 TRANSUNION RISK &	Investigative Search	25.00
1000 GENERAL	420100 OPERATING ACCOUNT	3371 BALCO UNIFORM COMPANY,	Ballistic Vest - Hard	732.37
1000 GENERAL	420100 OPERATING ACCOUNT	3069 BILLINGS CLINIC TRAINING	CPR/AED Training/Car	54.00
1000 GENERAL	420100 OPERATING ACCOUNT	2671 COMDATA	Sept Fuel	1,122.42
1000 GENERAL	420100 OPERATING ACCOUNT	2945 MONTES AUTO REPAIR, LLC	Battery Test & Repla	40.00
1000 GENERAL	420100 OPERATING ACCOUNT	2945 MONTES AUTO REPAIR, LLC	Battery Test & Repla	165.30
1000 GENERAL	420100 OPERATING ACCOUNT	2426 GRANITETCS, INC	Sept IT support 1/3%	75.00
1000 GENERAL	420100 OPERATING ACCOUNT	3651 MARLING LEASING CORP.	1st 1/4 Payment Geta	4,230.85

10/12/16
10:41:59

CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 10/16

Page: 2
Report ID: AP100Z

For doc #s from 30148 to 30216, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	420100 OPERATING ACCOUNT	3184 MASTERCARD	BrotherMall.com pape	110.88
1000 GENERAL	420100 OPERATING ACCOUNT	3184 MASTERCARD	Fastenal - Key lock	37.64
1000 GENERAL	420100 OPERATING ACCOUNT	3184 MASTERCARD	Western Big Sky Inn	267.50
1000 GENERAL	420400 OPERATING ACCOUNTS	1845 GENERAL DISTRIBUTING	Oxygen	193.59
1000 GENERAL	420400 OPERATING ACCOUNTS	2595 TOWN & COUNTRY FOODS -	Cleaning supplies	13.46
1000 GENERAL	420400 OPERATING ACCOUNTS	2516 FRONTLINE AG SOLUTIONS,	Hydraulic pump repai	436.24
1000 GENERAL	420400 OPERATING ACCOUNTS	2671 COMDATA	Sept. Fuel	443.90
1000 GENERAL	420400 OPERATING ACCOUNTS	2662 BOUND TREE MEDICAL, LLC	Patient supplies	66.96
1000 GENERAL	420400 OPERATING ACCOUNTS	2662 BOUND TREE MEDICAL, LLC	Patient supplies	404.37
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Halloween Safety Bra	81.93
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	Mattress covers	47.98
1000 GENERAL	420400 OPERATING ACCOUNTS	3184 MASTERCARD	C2 Repair	1,486.91
1000 GENERAL	420403 BUILDING INSPECTION	2671 COMDATA	Fuel	102.90
1000 GENERAL	430100 PUBLIC WORKS ADMIN	3184 MASTERCARD	Conference Room supp	106.00
1000 GENERAL	430930 CEMETERY OPERATING	3184 MASTERCARD	supplies	26.16
1000 GENERAL	430950 ROAMING OPERATING	2671 COMDATA	Fuel	319.95
1000 GENERAL	430950 ROAMING OPERATING	26 LIVINGSTON ACE HARDWARE -	Hammer	29.99
1000 GENERAL	430950 ROAMING OPERATING	26 LIVINGSTON ACE HARDWARE -	Planer	161.99
1000 GENERAL	430950 ROAMING OPERATING	3184 MASTERCARD	Pesticide training	26.75
1000 GENERAL	430950 ROAMING OPERATING	3184 MASTERCARD	Cemetery Utilities	38.21
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	2671 COMDATA	Fuel	54.06
1000 GENERAL	440640 ANIMAL CONTROL SERVICES	3184 MASTERCARD	Mutt Mitt 12 cases	1,029.50
1000 GENERAL	460430 PARKS OPERATING	54 GATEWAY OFFICE SUPPLY	Office supplies	153.46
1000 GENERAL	460430 PARKS OPERATING	781 2M COMPANY, INC.	Irrigation	33.79
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Gazebo	64.99
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Warming hut	286.98
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Warming hut	-69.54
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Warming hut	61.85
1000 GENERAL	460430 PARKS OPERATING	776 KENYON NOBLE	Warming hut	47.09
1000 GENERAL	460430 PARKS OPERATING	282 LIVINGSTON TRUE VALUE	Blades	18.96
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE -	Fasteners	3.48
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE -	splash park	156.84
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE -	splash park	39.99
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE -	splash park	12.99
1000 GENERAL	460430 PARKS OPERATING	26 LIVINGSTON ACE HARDWARE -	Blades	52.98
1000 GENERAL	460430 PARKS OPERATING	3184 MASTERCARD	Printer	114.98
1000 GENERAL	460430 PARKS OPERATING	3184 MASTERCARD	Tool Box	39.99
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3573 WESTPHAL, JENNIFER	Reimburse for errand	32.40
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3586 TARR, MARGARET	Camp lunch reimburse	41.97
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Fabrication of Kiosk	539.95
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	3yr Warranty Candy M	18.89
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Cotton Candy Machine	197.99
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Popcorn Machines	316.00
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Folding chairs	51.95
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Office supplies	24.98
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	PIR support day	135.03
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Paper towels	21.60
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	PIR camp	31.41
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Facebook ad - Volley	17.20
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Facebook ad - City M	8.40
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Office supplies	8.47
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Office supplies	12.73

10/12/16
10:41:59

CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 10/16

Page: 3
Report ID: AP100Z

For doc #s from 30148 to 30216, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 GENERAL	460449 ADMINISTRATIVE SERVICES	3184 MASTERCARD	Office supplies	27.19
Total for Fund:				28,676.48
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Amazon Refund	-12.59
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Amazon Refund	-79.95
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Permanent markers	15.00
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Library Assn Members	50.00
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Library Assn Members	60.00
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Stamps.Com	15.99
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Postage Purchase	100.00
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Registration-ASLD/PL	125.00
2220 LIBRARY	460100 LIBRARY SERVICES	3184 MASTERCARD	Books	21.00
Total for Fund:				294.45
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3449 LEAF	Lease Kyocera Copier	27.60
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3196 BIG SKY COMMUNICATIONS	Plantronics remote c	35.00
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	2751 EDMISTON, KATHRYN	Reimburse TAC confer	171.25
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3184 MASTERCARD	Fairmont -CJIN confe	201.02
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3184 MASTERCARD	Chair Mats	114.98
2300 COMMUNICATIONS/DISPATCH	420160 DISPATCH/COMMUNICATIONS	3184 MASTERCARD	Dispatch - Varidesk	495.00
Total for Fund:				1,044.85
2500 STREET MAINTENANCE	430220 FACILITIES/CITY SHOP	3184 MASTERCARD	Conference Room supp	105.99
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3293 BLACKFOOT COMMUNICATIONS	Internet	49.99
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	102 INDUSTRIAL TOWEL	Rug Maintenance	8.55
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3472 UTILITIES UNDERGROUND	811 Notifications	34.01
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	2671 COMDATA	Fuel	537.77
2500 STREET MAINTENANCE	430240 STREET DEPARTMENT	3184 MASTERCARD	Northern Tool Member	39.99
Total for Fund:				776.30
2700 PARK IMPROVEMENT SPECIAL	460430 PARKS OPERATING	3184 MASTERCARD	Memorial Bench Plaqu	122.25
Total for Fund:				122.25
2820 GAS TAX	430240 STREET DEPARTMENT	3184 MASTERCARD	Pavement Marking Ste	456.00
Total for Fund:				456.00
3002 2016 FIRE TRUCK GOB	490100 GEN OBLIGATION BONDS	1416 US BANK	Acceptanace Fee	350.00
3002 2016 FIRE TRUCK GOB	490100 GEN OBLIGATION BONDS	1416 US BANK	Paying Agent fee	350.00
Total for Fund:				700.00
3200 WEST END TAX INCREMENT	490200 REVENUE BONDS	3016 MT WATERWORKS	Starlow bypass parts	7,964.37
3200 WEST END TAX INCREMENT	490200 REVENUE BONDS	3016 MT WATERWORKS	Starlow parts	179.51
Total for Fund:				8,143.88

10/12/16
10:41:59

CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 10/16

Page: 4
Report ID: AP100Z

For doc #s from 30148 to 30216, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
4100 FIRE TRUCK/BOND PROCEEDS	420460 FIRE SUPPRESSION	3184 MASTERCARD	Radio Holster	158.34
Total for Fund:				158.34
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Amazon Prime Members	3.32
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Conference Room supp	106.00
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Filing supplies	171.26
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Meal - Water School	13.95
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Meal - Water School	8.65
5210 WATER OPERATING	430510 WATER ADMINISTRATION	3184 MASTERCARD	Meal - Water School	15.35
5210 WATER OPERATING	430515 WATER SERVICES	3016 MT WATERWORKS	Tail pieces	259.65
5210 WATER OPERATING	430515 WATER SERVICES	3472 UTILITIES UNDERGROUND	811 Notifications	34.02
5210 WATER OPERATING	430515 WATER SERVICES	2671 COMDATA	Fuel	1,031.94
5210 WATER OPERATING	430515 WATER SERVICES	3491 COFFMAN'S PEAK ELECTRIC,	Hook up new AC Unit	281.26
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	102 INDUSTRIAL TOWEL	Rug Maintenance	8.56
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	776 KENYON NOBLE	Blue Board	314.82
5210 WATER OPERATING	430520 FACILITIES/CAPITAL OUTLAY	3016 MT WATERWORKS	Misc. parts	2,486.69
5210 WATER OPERATING	430570 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	Online Monthly Maint	23.33
Total for Fund:				4,758.80
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	3184 MASTERCARD	Amazon Prime Members	4.33
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	3184 MASTERCARD	Conference Room supp	106.00
5310 SEWER OPERATING	430610 SEWER ADMINISTRATION	3184 MASTERCARD	Filing supplies	171.27
5310 SEWER OPERATING	430620 FACILITIES	102 INDUSTRIAL TOWEL	Rug Maintenance	8.55
5310 SEWER OPERATING	430625 SEWER SERVICES	3472 UTILITIES UNDERGROUND	811 Notifications	34.02
5310 SEWER OPERATING	430625 SEWER SERVICES	2671 COMDATA	Fuel	229.83
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3293 BLACKFOOT COMMUNICATIONS	Internet	50.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	102 INDUSTRIAL TOWEL	Rug Maintenance	23.90
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	1 TECH ELECTRIC, INC	Hool i[mew AC/heati	677.25
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	723 MONTANA CRANE SERVICE,	Install RBC #7	5,144.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	723 MONTANA CRANE SERVICE,	Install RBC #7	1,680.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	2863 KIMBALL MIDWEST	Parts for shop	200.85
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	757 TRI-COUNTY HEATING &	Install new AC/Htg U	6,909.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	10 MOBILE REPAIR & WELDING,	Welding failed hand	166.25
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	2830 LEHRKIND'S COCA-COLA	Water	33.70
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	1390 KEN'S EQUIPMENT REPAIR,	Roll off Truck	273.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	1390 KEN'S EQUIPMENT REPAIR,	Skid Steer Service	129.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Nutrient tests	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Nutrient tests	102.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	26 LIVINGSTON ACE HARDWARE -	Parts	27.56
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	26 LIVINGSTON ACE HARDWARE -	Parts	61.91
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3521 STEPHENS MACHINE &	Fabricate RBC #7 sha	7,141.00
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	3184 MASTERCARD	Uline Supplies	159.59
5310 SEWER OPERATING	430640 SEWER TREATMENT PLANT	424 ENERGY LABORATORIES, INC.	Nutrients tests	102.00
5310 SEWER OPERATING	430670 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	Online Monthly Maint	23.33
Total for Fund:				23,560.34
5410 SOLID WASTE	430810 SOLID WASTE	3184 MASTERCARD	Amazon Prime Members	3.34
5410 SOLID WASTE	430810 SOLID WASTE	3184 MASTERCARD	Conference Room supp	106.00
5410 SOLID WASTE	430810 SOLID WASTE	3184 MASTERCARD	Solid Waste Study Ma	1.78

10/12/16
10:41:59

CITY OF LIVINGSTON
Claim Approval by Fund, Account
For the Accounting Period: 10/16

Page: 5
Report ID: AP100Z

For doc #s from 30148 to 30216, Operating Cash

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5410 SOLID WASTE	430820 FACILITIES	102 INDUSTRIAL TOWEL	Rug Maintenance	8.55
5410 SOLID WASTE	430820 FACILITIES	3184 MASTERCARD	Scale house utilitie	34.67
5410 SOLID WASTE	430820 FACILITIES	3184 MASTERCARD	PW shop Utilities	45.57
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	2671 COMDATA	Fuel	223.52
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	948 BRIDGER ELECTRIC, INC.	Fix lights	1,095.88
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Tools	158.22
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Grease Gun kit	369.97
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Bozeman Cans - Thank	48.45
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Fuel	46.00
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Food	34.73
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Food	38.14
5410 SOLID WASTE	430830 COLLECTION/MAINTENANCE	3184 MASTERCARD	Food	59.00
5410 SOLID WASTE	430840 DISPOSAL	2731 MONTANA WASTE SYSTEMS,	Transfer fees	67,207.64
5410 SOLID WASTE	430840 DISPOSAL	1390 KEN'S EQUIPMENT REPAIR,	Cardboard compactor	225.00
5410 SOLID WASTE	430840 DISPOSAL	1390 KEN'S EQUIPMENT REPAIR,	570 Garbage truck	397.20
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3293 BLACKFOOT COMMUNICATIONS	Internet	49.99
5410 SOLID WASTE	430870 CUSTOMER ACCTG/COLLECTION	3633 BILLING DOCUMENT	Online Monthly Maint	23.34
Total for Fund:				70,176.99
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	2671 COMDATA	Sept. Fuel	854.81
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3585 KELLEY, DARREN	Reimburse EMS Class	85.00
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	Mattress covers	47.98
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	Air Filter	9.49
5510 AMBULANCE SERVICES	420730 AMBULANCE OPERATING ACCT	3184 MASTERCARD	Medwrite - August	2,906.07
Total for Fund:				3,903.35
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2569 HARD, WAYNE	Flex Account	40.36
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	2376 KYNETT, JESSIKA	Flex Account	500.00
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	153 POWERS, DIANE	Flex Account	126.00
7910 PAYROLL FUND	212970 FLEX PLAN BENEFITS PAY	1901 HARRIS, JOSEPH E.	Flex account	279.98
Total for Fund:				946.34
Total:				143,718.37

Backup material for agenda item:

- C. CONSENT - Approve members to the Skate Park Committee, including Derek Smith, Chad Wistey, Willow Bach-Hanson, B. Jon Lukenbill, Nathan Giambra, D. Drake Burford, Vasa, White, Robert Everson, Michael Pincon**

City of Livingston Application for Appointed Office (Revised 3/17/03)

Appointed Position Seeking: Skatepark committee

Date of Application: 10-13-14

Name: Derek Smith

Signed: 

Address: 320 South B Street

Telephone: daytime 406-220-0404

after 5:00 p.m.: SAME

Fax Number: _____

e-mail address: echoemtn@gmail.com

1. Are you a resident of the City of Livingston? yes

2. Are you a registered voter? yes

3. Will you be at least 18 years of age at the time of the appointment? yes

4. Describe the reasons you are interested in this appointment: To help being apart of making our community better

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: construction

B. Education: currently working on a degree in economics & political science

C. Experience: _____

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? no

7. Are you currently serving on any Community Boards? _____

A. If yes, please describe those boards. _____

8. Current Employer? Whiskey Creek LLC.

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? NO

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? NO

13. Provide proof of ownership of property with the district.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

City of Livingston
Application for Appointed Office
(Revised 3/17/03)

Appointed Position Seeking: V.P. McNeir Skatepark Committee

Date of Application: 10-12-2016

Name: Chad Wistey

Signed: Chad Wistey

Address: 210 S. D St, Livingston

Telephone: daytime 408-223-2739

after 5:00 p.m.: same

Fax Number: —

e-mail address: cwistey@yahoo.com

1. Are you a resident of the City of Livingston? Yes

2. Are you a registered voter? Yes

3. Will you be at least 18 years of age at the time of the appointment? Yes

4. Describe the reasons you are interested in this appointment: Creating a better area for youth activities. I was a long-time friend of Nelson McNeir - the name sake of the skatepark.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Ranch hand

B. Education: B.S. Business Management

C. Experience: 5 years working on behalf of the skate park. Regularly sit in on Parks & Trails committee meetings.

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? No

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. _____

8. Current Employer? Three Waters Ranch

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? No

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? If an amenable solution can not be found, I would remove myself from that particular topic.

13. Provide proof of ownership of property with the district.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

City of Livingston
Application for Appointed Office
(Revised 3/17/03)

Appointed Position Seeking: Statepark Commission

Date of Application: 10/12/16

Name: Willow Bach-Hanson

Signed: [Signature]

Address: 1020 PRAIRIE DR

Telephone: daytime 223-5965

after 5:00 p.m.: Same

Fax Number: —

e-mail address: willowbachhanson@gmail.com

1. Are you a resident of the City of Livingston? yes

2. Are you a registered voter? yes

3. Will you be at least 18 years of age at the time of the appointment? yes

4. Describe the reasons you are interested in this appointment: to better our community & to improve the recreational options for youth

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Retail business owner

B. Education: College

C. Experience: bookkeeper, treasurer for non-profit,

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? no

7. Are you currently serving on any Community Boards? no

A. If yes, please describe those boards. —

8. Current Employer? Self (mainstreet)

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? no

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? refer to board bylaws, abstain, resign as needed

13. Provide proof of ownership of property with the district.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

City of Livingston
Application for Appointed Office
(Revised 3/17/03)

Appointed Position Seeking: Secretary/Treasurer MSP

Date of Application: 10-12-16

Name: B. Jan Lukenbill

Signed: B. "Jan" Lukenbill

Address: Box 175 Clyde Park, MT 59018

Telephone: daytime 406-220-1550

after 5:00 p.m.: Name

Fax Number: _____

e-mail address: lukenbill@wisgwest.net

1. Are you a resident of the City of Livingston? No

2. Are you a registered voter? YES

3. Will you be at least 18 years of age at the time of the appointment? YES

4. Describe the reasons you are interested in this appointment: Improve our community, give our children & families something they can do together. As a CASA I see a need to keep kids busy in outdoor sports.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Retired - Business Owner of Mainstreet Thrift

B. Education: High School Graduate

C. Experience: Marketing Director for several non-profit organizations in the past with two being childrens programs.

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? Yes
Montana Riding Horse Assoc., Yellowstone Riding Horse Association,

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. _____

8. Current Employer? _____

9. Are you available for night meetings? YES

10. Are you available for daytime meetings? YES

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Abstain from voting, step away from my position.

13. Provide proof of ownership of property with the district.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

City of Livingston
Application for Appointed Office
(Revised 3/17/03)

Appointed Position Seeking: Skate Park Committee

Date of Application: 10-12-16

Name: Nathan Giambra

Signed: Nathan Giambra

Address: 326 South 7th

Telephone: daytime 406 451 5758

after 5:00 p.m.: After 6:00 PM

Fax Number: _____

e-mail address: _____

1. Are you a resident of the City of Livingston? YES

2. Are you a registered voter? YES

3. Will you be at least 18 years of age at the time of the appointment? YES

4. Describe the reasons you are interested in this appointment: Because I Am a Skateboarder And I believe we need a new park And I Am here to help

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Construction / Skateboarding

B. Education: High School

C. Experience: Construction Business

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? No

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. _____

8. Current Employer? No

9. Are you available for night meetings? Yes After 6:00

10. Are you available for daytime meetings? No

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? _____

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? As a person I would work it out And try to see from the other persons view even if there right or wrong.

13. Provide proof of ownership of property with the district.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

City of Livingston Application for Appointed Office

(Revised 3/17/03)

Appointed Position Seeking: SKATEPARK COMMITTEE

Date of Application: 10/12/2016

Name: D. DRAKE BURFORD

Signed: _____

Address: 306 S. 7TH STREET

Telephone: daytime 406-539-0905

after 5:00 p.m.: 406-539-0905

Fax Number: NONE

e-mail address: drakeburford@gmail.com

1. Are you a resident of the City of Livingston? YES

2. Are you a registered voter? YES

3. Will you be at least 18 years of age at the time of the appointment? YES

4. Describe the reasons you are interested in this appointment: TO IMPROVE OUR COMMUNITY THROUGH THE CREATION OF A CONCRETE SKATEPARK.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: ENVIRONMENTAL CONSULTANT

B. Education: M.S. FISH + WILDLIFE MANAGEMENT

C. Experience: 20 YEARS PROFESSIONAL EXPERIENCE IMPLEMENTING + MANAGING PROJECTS

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? No

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. _____

8. Current Employer? KC HARVEY

9. Are you available for night meetings? YES, GENERALLY

10. Are you available for daytime meetings? NOT VERY OFTEN

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? _____

13. Provide proof of ownership of property with the district.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

City of Livingston
Application for Appointed Office
 (Revised 3/17/03)

Appointed Position Seeking: Skatepark Community

Date of Application: _____

Name: Vaon White

Signed: 

Address: 322 N 18th Bozeman

Telephone: daytime 579-8178

after 5:00 p.m.: _____

Fax Number: _____

e-mail address: Vwwwmt@yahoo.com

1. Are you a resident of the City of Livingston? No

2. Are you a registered voter? Yes

3. Will you be at least 18 years of age at the time of the appointment? Yes

4. Describe the reasons you are interested in this appointment: I'm interested

in making sure a quality park is built

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Health care

B. Education: Some collage

C. Experience: 20 Years of skateboarding

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? _____

Highschool class President

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. _____

8. Current Employer? Kanna Kare Health Services

9. Are you available for night meetings? Yes

10. Are you available for daytime meetings? Sometimes

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Carefully

13. Provide proof of ownership of property with the district.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

City of Livingston
Application for Appointed Office
(Revised 3/17/03)

Appointed Position Seeking: Board member

Date of Application: 10 - 16

Name: Robert Everson
Address: 122, S, Yellowstone
Telephone: daytime 406-223-0742
Fax Number: 406-222-0182

Signed: Robert Everson
after 5:00 p.m.: same
e-mail address: robertpeverson@yahoo.com

1. Are you a resident of the City of Livingston? yes

2. Are you a registered voter? yes

3. Will you be at least 18 years of age at the time of the appointment? yes

4. Describe the reasons you are interested in this appointment: Like to be involved in community, would like to see the park succeed.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

- A. Occupation: Sheet metal worker
- B. Education: Batchelors University of Michigan
- C. Experience: Business owner

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? no

7. Are you currently serving on any Community Boards? McNair skate Park

A. If yes, please describe those boards.

8. Current Employer? Everson Architectural Sheet metal

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? yes

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? no

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board?

13. Provide proof of ownership of property with the district.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

City of Livingston
Application for Appointed Office
(Revised 3/17/03)

Appointed Position Seeking: Skatepark Board

Date of Application: 11/12/16

Name: Michael Pincon

Signed: Michael Pincon

Address: 1014 Prairie Dr., Livingston

Telephone: daytime 406-220-1220

after 5:00 p.m.: Same

Fax Number: _____

e-mail address: mpincon@yahoo.com

1. Are you a resident of the City of Livingston? yes

2. Are you a registered voter? yes

3. Will you be at least 18 years of age at the time of the appointment? yes

4. Describe the reasons you are interested in this appointment: To contribute to the development of the existing and future skatepark

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Carpenter - Continental Construction

B. Education: Devry - Addison, IL

C. Experience: Parent of a active skatepark enthusiast

(please attach a detailed resume if desired)

6. Have you served on any previous boards or in any governmental positions in the past? No

7. Are you currently serving on any Community Boards? No

A. If yes, please describe those boards. _____

8. Current Employer? Continental Construction

9. Are you available for night meetings? yes

10. Are you available for daytime meetings? No

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? Step down if needed

13. Provide proof of ownership of property with the district.

THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.

Backup material for agenda item:

- A. RESOLUTION NO. 4705- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH MOTOROLA FOR THE PURCHASE OF EQUIPMENT AND SOFTWARE AND FOR PROFESSIONAL SERVICES FOR THE CITY OF LIVINGSTON'S DISPATCH CENTER.**

RESOLUTION NO. 4705

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH MOTOROLA FOR THE PURCHASE OF EQUIPMENT AND SOFTWARE AND FOR PROFESSIONAL SERVICES FOR THE CITY OF LIVINGSTON'S DISPATCH CENTER.

WHEREAS, the City of Livingston desires to update its dispatch center located in the City-County building at 414 East Callender Street in Livingston, Montana;

WHEREAS, the City desires to purchase hardware and software from Motorola and to have Motorola install that equipment and software and train Dispatch personnel in connection with the dispatch center remodel;

WHEREAS, the City and Motorola are prepared to enter into an agreement that specifically defines their relationship and their respective rights, duties and obligations related to the dispatch center remodel, which agreement is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

That the City Manager is hereby authorized to enter into and sign the agreement with Motorola which agreement is attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of September, 2016.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

COURTNEY LAWELLIN
City Attorney

Resolution No. 4705

Authorizing the City Manager to enter into an agreement with Motorola for the purchase of equipment and software and for professional services for the City of Livingston's dispatch center remodel

Page 1

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # 4705

Fiscal Analysis Assumptions

- The purchase of these radios is made possible with the assistance of a Montana Homeland Security Grant from the State of Montana.
- The remaining funding will be split between will be \$125,000 from the City County Dispatch Fund and \$18,096 from the State 911 funds held by the County. Both of these amounts have been budgeted.

<input checked="" type="checkbox"/> Budgeted Expenditure	<input type="checkbox"/> Unbudgeted Expenditure:	
	<input type="checkbox"/> Unanticipated Revenue	
	<input type="checkbox"/> Reserves	
	<input type="checkbox"/> Other Line Item Savings	

<u>Costs by Object</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Personnel			
Operating			
Capital	\$ 267,442		
Debt Service			
Total Costs	<u>\$ 267,442</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Funding Source</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>
Fund Name Dispatch Operating	\$ 249,346	\$ -	\$ -
Fund Name State 911 Funds	18,096		
Total	<u>\$ 267,442</u>	<u>\$ -</u>	<u>\$ -</u>

Signature Jessie R. Hogg
 Date 10/13/2016

267442
125000
124346
18096

SECTION 10

CONTRACTUAL DOCUMENTATION

Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and the Livingston Park County 911 ("the Livingston Park County 911") enter into this "Agreement," pursuant to which Livingston Park County 911 will purchase and Motorola will sell the System, as described below. Motorola and Livingston Park County 911 may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

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

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated June 29, 2016
C-2	"Equipment List" dated June 29, 2016
C-3	"Statement of Work" dated June 29, 2016
C-4	"Acceptance Test Plan" or "ATP" dated June 29, 2016
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when Livingston Park County 911 first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.

- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Livingston Park County 911 purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.10. "Non-Motorola Software" means Software that another party owns.
- 2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.14. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Livingston Park County 911 will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Livingston Park County 911 may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Livingston Park County 911 an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Livingston Park County 911 may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Livingston Park County 911 wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Livingston Park County 911 wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Livingston Park County 911 solely in accordance with the Software License Agreement. Livingston Park County 911 hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Livingston Park County 911 in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Livingston Park County 911 in accordance with, and Livingston Park County 911 agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Livingston Park County 911, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Livingston Park County 911 a copy of the applicable standard license (or specify where that license may be found); and provide to Livingston Park County 911 a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Livingston Park County 911, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications



and is of equivalent or better quality to the Livingston Park County 911. Any substitution will be reflected in a change order.

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Livingston Park County 911 has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Livingston Park County 911 may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Livingston Park County 911 is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Livingston Park County 911 delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Livingston Park County 911 authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$ 267,422.00. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Livingston Park County 911 according to the Payment Schedule. Except for a payment that is due on the Effective Date, Livingston Park County 911 will make payments to Motorola within twenty (20) days after the date of each invoice. Livingston Park County 911 will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Livingston Park County 911 upon shipment. Title to Software will not pass to Livingston Park County 911 at any time. Risk of loss will pass to Livingston Park County 911 upon delivery of the Equipment to the Livingston Park County 911. Motorola will pack and ship all Equipment in accordance with good commercial practices.

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Livingston Park County 911 at the following address: 414 East Callender Street

Livingston, MT 59047

The city which is the ultimate destination where the Equipment will be delivered to Livingston Park County 911 is: Livingston

The Equipment will be shipped to the Livingston Park County 911 at the following address (insert if this information is known): _____

Livingston Park County 911 may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Livingston Park County 911 will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Livingston Park County 911 in the local building permit process.

6.2. **SITE CONDITIONS.** Livingston Park County 911 will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Livingston Park County 911 will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Livingston Park County 911 of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Livingston Park County 911 will be described in the Statement of Work. Livingston Park County 911 will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Livingston Park County 911 reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Livingston Park County 911 at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Livingston Park County 911 believes the System has failed the completed Acceptance Tests, Livingston Park County 911 will provide to Motorola a written notice that includes the specific details of the failure. If Livingston Park County 911 does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of

the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Livingston Park County 911 acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Livingston Park County 911 begins using the System before System Acceptance. Therefore, Livingston Park County 911 will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Livingston Park County 911 assumes responsibility for the use and operation of the System.

8.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Livingston Park County 911 changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Livingston Park County 911's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Livingston Park County 911's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.**

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Livingston Park County 911's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Livingston Park County 911 must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and



at no additional charge to Livingston Park County 911) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Livingston Park County 911 for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

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

Section 10 DELAYS

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

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY LIVINGSTON PARK COUNTY 911. If Livingston Park County 911 (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

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

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

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

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

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

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

Section 12 DEFAULT AND TERMINATION

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Livingston Park County 911 for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Livingston Park County 911 is the defaulting Party, Motorola may stop work on the project until it approves the Livingston Park County 911's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Livingston Park County 911 is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Livingston Park County 911 may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Livingston Park County 911 will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Livingston Park County 911 harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Livingston Park County 911 to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Livingston Park County 911 gives Motorola prompt, written notice of any the claim or suit. Livingston Park County 911 will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Livingston Park County 911 from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY LIVINGSTON PARK COUNTY 911.** Livingston Park County 911 will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Livingston Park County 911, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Livingston Park County 911 prompt, written notice of any the claim or suit. Motorola will cooperate with Livingston Park County 911 in its defense or settlement of the claim or suit. This section sets forth the full extent of Livingston Park County 911's general indemnification of Motorola from liabilities that are in any way related to Livingston Park County 911's performance under this Agreement.

13.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

13.3.1. Motorola will defend at its expense any suit brought against Livingston Park County 911 to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Livingston Park County 911 promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Livingston Park County 911 providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Livingston Park County 911 by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Livingston Park County 911 the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Product and grant Livingston Park County 911 a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with Livingston Park County 911's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Livingston Park County 911 to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Livingston Park County 911 extend in any way to royalties payable on a per use basis or the Livingston Park County 911's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Livingston Park County 911 from sales or license of the infringing Product.

13.3.4. This Section 13 provides Livingston Park County 911's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Livingston Park County 911 has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

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

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential



Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Livingston Park County 911 the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Livingston Park County 911 any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Livingston Park County 911, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Livingston Park County 911 will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Livingston Park County 911 except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Livingston Park County 911 and Livingston Park County 911 will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Livingston Park County 911 will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Livingston Park County 911. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

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



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

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Livingston Park County 911 purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.	Livingston Park County 911
Attn: _____	Attn: _____
_____	_____
fax: _____	fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Livingston Park County 911 will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Livingston Park County 911 in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Livingston Park County 911 in FCC or other matters.

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

16.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

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

Motorola Solutions, Inc.	Livingston Park County 911
By: _____	By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A**SOFTWARE LICENSE AGREEMENT**

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Livingston Park County 911 ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license

under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

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

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

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

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an



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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all

applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

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

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

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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

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

Exhibit B**PAYMENT SCHEDULE**

Except for a payment that is due on the Effective Date, Livingston Park County 911 will make payments to Motorola within thirty (30) days after the date of each invoice. Livingston Park County 911 will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution;
2. 60% of the Contract Price due upon shipment of equipment;
3. 5% of the Contract Price due upon installation of equipment;
4. 5% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Exhibit E

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Livingston Park County 911 acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Livingston Park County 911 Representative:

Motorola Solutions Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Livingston Park County 911 has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Livingston Park County 911 Representative:

Motorola Solutions Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Backup material for agenda item:

- B. RESOLUTION NO. 4704 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH LAWELLIN LAW, P.C. FOR THE PROVISION OF LEGAL SERVICES FROM COURTNEY LAWELLIN IN THE ROLE OF INTERIM CITY ATTORNEY.**

Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution No. 4704

Date of First Consideration / Status: October 11, 2016

Purpose of Legislation: A resolution of the City Commission of the City of Livingston, Montana authorizing the City Manager to sign a Professional Services Agreement with Lawellin Law, P.C. for the provision of legal services from Courtney Lawellin in the role of Interim City Attorney.

Statutory Authority / Reference: Mont. Code Ann. §§ 7-3-304(9) and 7-1-4124(4).

Background: The current Livingston City Attorney recently accepted a similar position with the City of Helena and will begin working for Helena on October 17, 2017. As a result, the City of Livingston requires legal services while it seeks a permanent replacement for the City Attorney. The Interim City Manager has negotiated with Lawellin Law, P.C. for attorney Courtney Lawellin to provide legal services as the Interim City Attorney until such time as the City no longer needs said services, all according to the terms and conditions specifically set forth in the agreement. The City Manager has requested that the City Commission approve Courtney Lawellin as the Interim City Attorney and grant the City Manager the authority to sign the agreement.

Fiscal Impact: See attached Fiscal Note.

Regulatory Impact (local): N/A

Attachments: Agreement and Fiscal Note.

RESOLUTION NO. 4704

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH LAWELLIN LAW, P.C. FOR THE PROVISION OF LEGAL SERVICES FROM COURTNEY LAWELLIN IN THE ROLE OF INTERIM CITY ATTORNEY.

WHEREAS, the current Livingston City Attorney recently accepted a similar position with the City of Helena; and

WHEREAS, the current City Attorney will begin working for the City of Helena on October 17, 2017, and, as a result, the City of Livingston requires legal services while it seeks a permanent replacement for the City Attorney; and

WHEREAS, the Interim City Manager has negotiated with Lawellin Law, P.C. for attorney Courtney Lawellin to provide legal services as the Interim City Attorney until such time as the City no longer needs said services, all according to the terms and conditions specifically set forth in the agreement attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City Manager has requested that the City Commission approve Courtney Lawellin as the Interim City Attorney and grant the City Manager the authority to sign the agreement attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

The City Manager is hereby authorized to enter into the agreement attached hereto and incorporated herein as Exhibit A.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of October, 2016.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

ERIK COATE
City Attorney

ATTORNEY – CLIENT AGREEMENT

<p>Courtney Jo Lawellin Attorney at Law 515 West Park Street P.O. Box 2338 Livingston, MT 59047 Phone: (406)222-0100 Facsimile: (406)794-0386 courtney@lawellinlaw.com</p>	<p><u>Client</u> City of Livingston 414 East Callender Street Livingston, MT 59047 (406)823-6000</p>
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This Agreement is made between the City of Livingston (hereafter referred to as "you" or "your") and Courtney Lawellin PC (hereafter referred to as the "Firm," "us," "we" or "our"). The attorney/client relationship is created and our duty to take action on your behalf starts when you and the Firm agree to employ the Firm under this Agreement.

1. SCOPE OF REPRESENTATION.

1.1 Scope of representation. You hereby engage the Firm to perform as the Interim City Attorney. Our representation of you is subject to the terms and conditions stated in this Agreement.

1.2 Term. This Agreement takes effect, and therefore our obligation to provide services to you, begins when you engage this Firm. The Engagement and our obligation to provide services to you concludes when this Engagement is ended by you as provided in paragraph 3.2 below. If we agree to undertake additional action related to the Engagement, either the terms of this Agreement will apply to the continuing engagement or a new agreement will be made between you and the Firm.

1.3 Our responsibilities. We will take necessary actions to fulfill the terms of this Engagement and we will recommend courses of action to you to complete this Engagement. We will take reasonable steps to keep you informed of the progress of this Engagement. We will promptly respond to your questions. We will keep all information regarding this Engagement confidential except as provided herein or as allowed by applicable law or the Montana Rules of Professional Conduct.

We will not release documents pertaining to this Engagement to anyone without your permission. We reserve the right to decide any procedural issues related to this Engagement such as granting continuances, setting scheduling deadlines, or discussing any issues with opposing counsel or the opposing parties.

1.4 Your responsibilities. You must keep us advised of how we may contact you by providing us with your current office and mailing addresses, email address, telephone numbers and places of employment. It is your responsibility to check your communication from us at the addresses, email

accounts, and phone numbers you provide us.

You must also provide us with all available information that may assist us in representing you in the Engagement; provide us with an accurate version of the facts pertaining to this Engagement; cooperate with us to pursue the Engagement; inform us of any development that may affect this Engagement including any breach of confidentiality; be truthful; appear for appointments; depositions, settlement conferences and court proceedings and comply with all of our requests in the pursuit of the Engagement. You must timely pay for our services and the expenses incurred in the connection with action that we have taken on your behalf. You must treat our office personnel with courtesy and respect. You must confirm with a trusted confidential outside source the implications of the courses of action that we recommend to you.

If you do not wish to receive copies of all documents that we receive or send on your behalf, you must tell one of the Firm's attorneys who are assigned to this Engagement. If you choose not to receive copies of the documents that we ordinarily send to our clients; your copies will be held in a separate file at our office to be reviewed and/or picked up by you during our normal business hours. If, in the judgement of the attorney assigned to this Engagement, you do not fulfill your responsibilities under the Agreement, then we may terminate our representation of you as set forth in paragraph 3.2 below.

1.5 Confidentiality. Communications with us concerning your case are generally confidential and protected from disclosure by the attorney-client privilege rules. However, this privilege is not absolute and we may be required to reveal information under certain circumstances. Facts pertaining to this Engagement may also be subject to disclosure rules or laws such as information regarding your assets, liabilities, taxes, income and expenses, and therefore, by law, that information cannot be treated as confidential. Further if attorneys' fees become an issue, this Agreement may be disclosed in Court. Also, your privilege of confidentiality can be lost if you discuss our communications with other persons. You must let us know if you believe that you may have compromised confidentiality in any way.

2. FEES, COSTS, AND PAYMENTS.

2.1. Payment terms. You agree to pay all monthly charges incurred for the prosecution of this Engagement within fifteen (15) days of sending our billing statement to the address stated above. If the monthly charges are not paid by you in a timely fashion we may withdraw as your attorneys and cease representing and helping you in this Engagement. You authorize us to pay these fees, costs, as the fees, costs, and expenses are incurred if you do not pay your bills within fifteen (15) days, as set forth above.

2.2. Fees. You agree to pay hourly fees for our services. We charge for all time we spend on your case including the time that we spend on telephone calls and electronic communication with you. Opposing counsel, unrepresented opposing parties, witnesses, court personnel and anyone that has information about this Engagement. We charge for waiting time in court and elsewhere, and for local and out of town travel time. Our fees for our attorneys and support staff are:

Legal Services:	\$8,500 per month
Commission Meeting Attendance:	\$165.00 hour

We calculate hourly fees in a minimum increment of .2 of an hour no matter how short in duration a task may be, and then in additional increments of .1 of an hour as time is actually expended..

2.3 Costs and expenses. (Intentionally omitted)

2.4. Billing and collections. We will send you monthly statements showing the fees charged, costs incurred, expenses paid, and payments made on your account, and the balance of any of your funds held in our client trust account..

Your payment of our bill is due within fifteen (15) days of the statement date if you owe us money. We accept all major credit cards and you may call our bookkeeper to pay by telephone or you can complete and return the payment authorization printed on your monthly billing statement.

Interest: Unpaid balances incur three percent (3%) simple annual interest at the next statement cycle (approximately thirty (30) days). If we do not receive payment within forty five (45) days of the statement dated, we may turn your account over to a professional collection agency which may result in the disclosure of your confidential information, such as your address, phone number, our bills sent to you, and this Attorney- Client Agreement.

We may terminate this Engagement at any time for non-payment of any unpaid past due balances, including money owed to third parties and experts. We do not normally extend credit to our clients. We are not a financial institution and we strongly recommend that you seek alternative methods to finance the prosecution of this Engagement.

2.5 Caveat of your total bill. We do not know how much actual time this Engagement will take because we cannot know what all of the disputed issues may ultimately be and how long negotiations and court proceeding may last to resolve those issues, and therefore we cannot know with certainty how much it will cost to bring this Engagement to a conclusion. Any comment made by anyone at the Firm about the cost of this Engagement is only an expression of opinion. Any discussion about the expected costs of pursuing this Engagement is merely an estimate based upon the best information available to us at the time of the discussion. Your cooperation in getting information to us and in working with us on your case can considerably expedite the case and help reduce your costs and fees. You may communicate with us as often as you like and as often as you need to, but remember that we do charge for such communication.

2.6 (Intentionally omitted)

3. GENERAL MATTERS. Pursuant to Montana Code Annotated § 49-3-207, in the performance of this Agreement the Attorney agrees that all hiring will be on the basis of merit and qualifications and that the Attorney will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. .

3.1 Internet and software policy. Our attorneys and staff constantly receive numerous electronic communications in the form of emails and text messages, and through the use of

software programs. We may not review all emails, text messages and electronic communications when we receive them. Further, emails, are sometimes automatically filed in an electronic "junk" email file and therefore we may not see them at all. If you want us to read a specific email, text message, or electronic communication, you must call us so that we know to look for it. Unless we specifically acknowledge to you that we received a particular email, text message or electronic communication, you may not assume that we received or read it. Also, the internet and telecommunications networks may not be fully secure and we cannot assure the confidentiality of information sent over the internet or by telecommunication. If we exchange information over the internet or by telecommunicating, you accept the risk inherent in the use of that technology. Text messages are particularly problematic because the communication mode is limited and our firm does not have an efficient business way to organize, preserve, and track text messages; therefore we discourage you from sending text messages to us. We also discourage you from communicating with us by using your work email. Your employer may have the right to view all of the emails sent or received on your employer's computers. If you use your work email system to communicate with us, do not divulge any sensitive or confidential information in the email communications.

Also, intercepting or reviewing communications, such as emails intended for another person, may be a violation of state and federal criminal and civil law protecting private communications. Use by you, or us, of such communications may lead to civil and criminal penalties; therefore, please do not intercept private communications not intended for you, and do not share that information with us. Again, if you choose to use internet services, electronic telecommunications, or software programs to communicate with us in any manner, you accept the risks that are inherent to that technology.

If you would like to communicate with us by email, state the email address that you want us to use:
Email address: As Directed within the City of Livingston Email Domain

Finally, it is common that the opposing party and opposing attorney gather information from social networking sites. Please do not discuss your litigation or any issues involving our representation on your Facebook page or other social network site. If you do, you risk having your confidential information disclosed.

3.2 Termination of representation. The initial Term of this agreement is October 12, 2016 (fees prorated) through November 30, 2016 with the option to renew my mutual agreement. You may terminate this Engagement at any time upon written notice to us. We may terminate this Engagement at any time upon written notice to you, for any reason allowed by the Montana Rules of Professional Conduct, for violating any of the provisions in this this Agreement, or for any other reason permitted by Montana law or court rules. Upon termination of this Engagement, we are entitled to reimbursement of costs and expenses we incurred or advanced on your behalf, payment of our outstanding hourly fees, and any interest due on these amounts.

3.3 Retention of records. At the conclusion of this Engagement, we will deliver to you any records in your file that you request. We therefore ask you to contact our office at the conclusion of your case and seek any original materials you have provided. We are not required to retain a duplicate of the records given to you. You will be required to sign a receipt for any and all records you receive. We will keep the records regarding this Engagement for the period of time required under Montana law

and, specifically, the Montana Municipal Records Retention Schedule. Once the records for this Engagement are destroyed, the records cannot be reproduced by us.

3.4 Warranties and representations. We make no promise, guarantee, warranty, or representation to you about the outcome of successful conclusion of this Engagement, or about the cost of pursuing this Engagement. Any comment made by anyone at the Firm about the outcome of cost of this Engagement is only an expression of opinion. Any discussion with you about an expected outcome or cost of pursuing this Engagement is merely an estimate based upon the best information available to us at the time of the discussion.

3.5 Attorney's lien. (Intentionally omitted)

3.6 Fees and costs incurred to recover unpaid balance due us. If we hire counsel or collection agency to recover fees, costs, and expenses due us from you under this Agreement, we are entitled to recover our reasonable attorney's fees and costs for our collection efforts.

3.7 Choice of law. You agree that this Agreement shall be governed by the State of Montana laws, and you agree to designate Park County, Montana as the proper venue for any action to enforce our interpret the terms of this Agreement.

3.8 Complete and binding statement of agreement.

This Agreement states the complete and binding agreement about the Engagement and the fees, costs, and expenses to be paid by you for our services. This Agreement may not be modified unless such modification is in writing.

3.9 Severability. If any part of this Agreement is declared invalid by the State of Montana court of competent jurisdiction, the remaining parts of this Agreement shall remain enforceable.

3.10. Effective Date. This Agreement will not take effect until you return a signed copy of the Agreement to us with the state Retainer; however, the effective date of this Agreement will be retroactive to the date that we first performed services for you on the Engagement.

3.11 Time is of the Essence. Time is declared to be of the essence in this Agreement.

3.12 Acknowledgement: I have read this Agreement and understand everything state herein, and I agree to these terms as of the date that the Firm first provided services for us.

DATED this _____ day of _____

LAW OFFICES

By: _____

City of Livingston

By: _____