

## LEASE AGREEMENT

This Lease Agreement ("Lease"), is made as of this \_\_\_\_\_ (the "Effective Date"), and is by and between the CITY OF GREENFIELD, a Wisconsin municipal corporation, hereinafter referred to as "City," as the LANDLORD, and MILWAUKEE COUNTY, also a Wisconsin municipal corporation, hereinafter referred to as "County," as the TENANT.

### RECITALS

- A. City owns certain real estate and improvements located at 5310 W. Layton Avenue, in Greenfield, Wisconsin (the "Property"), more particularly described as the Radio Equipment Room.
- B. The City authorized City entry into this Lease by City Common Council Resolution File No. \_\_\_\_\_, passed \_\_\_\_\_.
- C. The County authorized County entry into this Lease by County Resolution File No. \_\_\_\_\_, passed \_\_\_\_\_.
- D. The City and County agree that this Lease Agreement replaces the Lease Agreement signed by The parties and dated January 1, 2011 which shall terminate by mutual amount upon the signing of This agreement.

For good and valuable consideration, receipt and sufficiency which are hereby acknowledged, City as Landlord, County as Tenant, hereby agree as follows.

1. **Recitals Incorporated.** The recitals above hereby acknowledge and agreed to.
2. **Lease of part of the property.** The city of Greenfield leases to the County, and the County leases from the city: (a) space in the Radio Equipment Room located at 5310 W. Layton Avenue, Greenfield, WI 53220 for equipment necessary to operate an 800MHz communications system. This agreement does not apply to any outdoor area.
3. **Full disclosure.** The City and the County agree to disclose all material facts relevant to this transaction.
4. **Term.** The term of the lease (the Term) shall be for fifteen years with two (2) automatic five (5) year renewals commencing on the Effective date hereof.

5. **Rent.** Hereunder shall be \$1 per year, and shall be prepaid as follows. For the first year, rent shall be paid upon execution of this Lease, at the rate of \$1 per year prorated for the number of days remaining from the Effective Date of this Lease to December 31 of commencement year. For each year thereafter, annual rent of \$1 per year shall be paid on or before January 31. The foregoing monetary rent value reflects recognition of the totality of this Lease and all its terms, and conditions. The City will invoice County for rent due. Rent shall be tendered to the City of Greenfield Treasurer (or appropriate designee) and shall be in the form of a County check made payable to the City of Greenfield.

6. **City will provide.**

- a. Current services and space for maintenance of County's existing analog radio system equipment.
- b. Additional space in the radio room as necessary to temporarily install digital radio equipment to facilitate County transition to the new radio system.
- c. One co-location exempt from fees for County to install a microwave antenna on the tower.
  - i. County to be responsible for all permits and authorizations from tower owner including tower load, interference and engineering studies.
  - ii. If colocation is denied by the tower owner for reasons such as tower loading, interference, engineering or other reasons beyond the control of the City, City shall bear no responsibility to provide additional work or services to locate this antenna.

7. **County will provide.**

- a. Subscriber radio services, software and upgrades consisting of:
  - i. Flash upgrade kit and labor for up to thirty (30) XTS5000 portable radios to include Trunking, SmartZone/Omni-Link, Project 25, and authentication.
  - ii. One-time code plug/template creation for up to ten (10) different configurations/models of Motorola XTS, XTL and/or APX radios.

- iii. One-time programming for up to two hundred thirty seven (237) City-owned Motorola XTL/XTS or APX radios.
    - iv. All flash upgrade, template creation and programming work to be completed at a time determined by the City, but prior to January 1, 2018, and shall be completed by the County's vendor at County expense.
  - b. At County expense, provide an Inter Sub-System Interface (ISSI Interface) between the following talkgroups on the Milwaukee County Radio System and a corresponding talkgroup on the WISCOM radio system:
    - i. The police and fire primary talkgroups for Greendale, Franklin, Hales Corners, West Allis and Oak Creek.
    - ii. Such ISSI connectivity assumes:
      - 1. The above-listed talkgroups are native on the Milwaukee County System.
      - 2. City obtains written approval from each community and provides proof of approval to County.
      - 3. If ISSI connection cannot be established to WISCOM due to conditions out of the control of the County, County shall have no obligation to correct such or to provide an alternative.
      - 4. City shall be responsible for arranging/providing all of the necessary configurations for the corresponding talkgroups on the WISCOM system.
      - 5. Any usage fees for WISCOM shall be the sole responsibility of the City.
  - c. Provide two dedicated talkgroups for Greenfield's use on the Milwaukee County digital radio system for emergency backup purposes with no more than nine (9) hours of usage per talkgroup per year.
    - i. 9 hours per year is the difference between the availability of five-nines (5.26 minutes of outage per year) and three nines (526 minutes of outage per year)
    - ii. Any user radio that natively accesses the Milwaukee County digital radio system shall meet the requirements of the following document: "WAUKESHA AND MILWAUKEE COUNTY PROJECT 25 TRUNKED RADIO SYSTEM SUBSCRIBER RADIO COMPLIANCE REQUIREMENTS" (dated April 18, 2014)

- iii. Usage of these talkgroups for more than these quantities may result in the County Governance Board considering Greenfield as a daily-use user which may result in the charges of daily-use usage fees
    - iv. Provision of the same access to the Waukesha County digital radio system is not included
  - d. Equal usage policies and access to interoperability and mutual aid talkgroups on the Milwaukee County radio system as are developed and approved by the Milwaukee County Radio System Governance board.
- 8. **Business Registration and Taxation.** The city of Greenfield shall be subject to the State of Wisconsin and the County's business registration and business taxation regulations as provided in the Wisconsin General Statutes and Milwaukee County's Code of Ordinances. Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by the City of Greenfield should be without such taxes.
- 9. **County to Construct and Install.** City will provide easement to County for any Construction required to complete access from City Radio room to adjacent Radio Tower. County will comply with all relevant laws regarding this construction.
  - a. Prior to any work, County will provide detailed drawings and equipment lists for equipment to be located in the radio room for digital system transition.
  - b. County will complete and install, at County expense, any electrical upgrades in the radio room necessary to support County transition to the new digital system.
  - c. Upon completion of the County transient to the digital system, County will remove existing legacy equipment and consolidate new equipment to the existing footprint in the radio room.
- 10. **Reservation of City Rights.** City reserves for itself the following express rights:
  - a. The right to install systems, devices, at the Property as City deems necessary for communication systems (including, but not limited to, emergency-communication systems).
  - b. The right to grant others (including other governmental bodies and private third parties) rights to install communication systems, devices, at the Property so long as such use by third parties does not cause disruption of the County's system.

- c. The right, upon six (6) months advance notice to County, to require County to remove its equipment and property from the Property, at County's expense, so as to allow City to undertake maintenance and repair work. The City shall take every possible action to minimize the disruption of service and the removal of County equipment due to any such maintenance and/or repair work. City shall allow County the earliest possible opportunity to return its equipment and property to service.
- d. The continuing right to, from time to time, promulgate reasonable rules not inconsistent with any local, state, federal regulatory requirements concerning the Property, and County's use and occupancy of the same - including, but not limited to, added security measures.

11. **County Maintenance and Utilities.** County shall, at all times during the Term, be solely responsible, at County's expense, for the maintenance and upkeep of the County's communication equipment - including the County gas or electrical lines (if applicable), wires, cables, or hook-ups needed for same, and for all utility expenses (including gas and electric) associated with the County's communication equipment if separate metering is required. Common metering and the provision of electrical power is included as part of this agreement. Should the addition of or upgrade to County equipment require greater electrical power or HVAC capacity than was available to the equipment room as of August 1, 2014, the County shall be responsible for: i) installing any such utilities and ii) operating all County equipment on a separate electrical meter, at the County's expense.

12. **Replacements/Upgrades.** County has the right to replace and upgrade its equipment within the radio room so long as physical area taken up is less than or equal to the existing physical area and power requirements for new/upgraded equipment are less than or equal to existing power requirements. Such replacement or upgrade and equipment and use of the Property shall, in all aspects, be subject to the terms and conditions of this Lease, and so long as County first provides City with notice of the replacement and upgrade and the County obtains City's prior approval of County's plans, specifications, equipment and power requirements (which approval shall not be unreasonably withheld), and so long as no such replacement or upgrade interferes with City's use of the Property or the use of City's other tenants at the Property.

- a. County agrees that it will install and maintain only that equipment specifically listed on the equipment list included in Attachment A or upgrades and replacements as

noted above. County is limited to install equipment that is directly related to the operation of the County's 800MHz radio communications system. County agrees that the installation of equipment for other purposes may constitute a breach of this lease agreement.

13. **Restricted access to equipment room.** County agrees that its employees and vendors shall enter the radio room or site only to maintain, inspect, service or replace County-owned equipment as listed in the equipment list as included in Attachment A or as upgraded or replaced. The County shall have 24 hour access to the property for the purpose of maintaining equipment. The County will designate a list of employees and contractors who have access to County radio equipment for the purpose of maintaining or repairing County radio equipment at the city or property. Access to the radio room for other purposes without approval by the City is strictly prohibited and may constitute a breach of this lease agreement. The City agrees that its employees and vendors shall obtain The County's prior approval before any use or relocation of the County-owned assets listed in Attachment A.
14. **Indemnity.** Each of the Parties agree to the fullest extent permitted by law to indemnify, defend and hold harmless, the other, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by that Party's wrongful, intentional, or negligent act or omission, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.
15. **Compliance with Laws.** Each of the Parties agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Each Party agrees to hold the other harmless from any loss, damage, or liability resulting from a violation of such laws, rules, regulations, policies, procedures, standards or ordinances.
16. **County Installations at End of Term.** Upon the expiration of the Term, City shall have the right to require County to remove all of County's equipment from the Property (in which case, County shall promptly remove same and repair and restore the Property so that the Property is left in a good condition unaffected by the removal). Any damage caused by County in removal shall be promptly repaired by County at its expense.
17. **Interference.** County shall promptly eliminate any electromagnetic or other signal interference problems that are caused by County's use of or tenancy at the Property upon notice of same from City. If the interference cannot be eliminated by County within 30 days of

City's notice, County equipment shall be rendered to remedy significant interference, County equipment shall be removed from the Property within 90 days of City notice and restore any damage to the Property caused thereby, in which case this Lease shall be deemed ended and terminated as of the date of such removal and restoration, and City shall then refund to County the prorated portion of advanced rentals paid to the City by the County so County is reimbursed for that portion of the Term that otherwise postdates County's removal and restoration duties hereunder. If any electromagnetic or other signal interference problems that are caused by County's use of or tenancy at the Property are adversely affecting any of City's critical public-service-communications system or other radio systems utilizing the Property, the City reserves the right to demand that the County temporarily cease operations until the problem is corrected, in which case, County shall comply with such demand.

14. **Certain Expressed Termination Rights.**

- A. County reserves the right to terminate this Lease after 90 days advance written notice: (a) if County is unable to secure, despite good faith and diligent efforts, requisite governmental licenses, permits and/or approvals to maintain and operate its equipment at the Property; (b) if the Federal Communications Commission (FCC) or Federal Aviation Administration (FAA) or the Association of Public Safety Communications Officials International (APCO) or other governmental body or agency issues regulations that make County's continued operation or maintenance of its equipment at the Property imprudent and unfeasible (such as, but not limited to, a take-back of band width or channels that makes County's equipment un-useable for its intended purpose); and/or (c) if County reasonably determines that the Property is not suitable for County's operation of its communications system due to technical reasons, including, but not limited to, unreasonable signal interference or inadequate signal strength.
- B After the fourteenth anniversary of the date of this Lease, and notwithstanding anything to the contrary contained in this Lease, City reserves the right to terminate this Lease upon 12-months advance written notice to the County, in which case, City shall return to County its prorated share of advance rental payments, and County shall be entitled to remove its equipment from the Property. County understands that the foregoing termination right of City is a material part of this Lease. In the event of emergency or to avert substantial or imminent risk to public health, safety, or welfare, City's afore referenced termination right may be exercised prior to the fourteenth anniversary date of this Lease and upon only so much advance written notice as may be reasonably possible under the circumstances.

- C. If the City's improvements at the Property are destroyed in whole or material part by casualty or other reason beyond City's control during the Term, City reserves the right to declare this Lease terminated, in which case, City shall return to County its prorated share of advance rental payments.
- D. If the Property is taken by eminent domain in whole or material part by an authorized governmental body, City reserves the right to declare this Lease terminated, in which case, City shall return to County its prorated share of advance rental payments, and City and County shall each retain their respective rights against the condemning authority with respect to the taking and its effect on the City and County, respectively.

15. **Successors and Assigns.** This lease binds and inures to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, however, County may not assign, convey, sublease, license, or transfer any right, title, or interest hereunder or in the Property without the express prior written consent of the City. County shall not install any equipment owned by any third party.

16. **Counterparts; recording.** This Lease may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. The Lease, once fully executed, shall be recorded against the Property by City at County's expense. Upon the expiration or termination of this Lease, City may unilaterally record a memorandum of termination in the register of deeds office to give notice of the expiration or termination.

17. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and all prior statements, written or oral, are terminated and of no effect. This Agreement may only be amended by a written agreement signed by all the parties hereto.

18. **Severable.** The terms and provisions of this Lease are deemed separable and severable such that the invalidity or unenforceability of any term or provision shall not affect or impair the validity or enforceability of the remaining terms and provisions.

19. **Authority to sign.** County and City each represent that their respective signatories have authority to sign this Lease.

20. **Notices.** All notices materially impacting the terms of this Agreement permitted or required hereunder shall be considered given upon receipt if hand-delivered by



commercial courier, certified mail or otherwise personally delivered and (iii) addressed by name and address to the party intended as follows:

**If to City:**

Michael Neitzke  
Mayor City of Greenfield  
Greenfield City Hall, Room 101  
7325 W. Forest Home Ave.  
Greenfield, WI 53220

**If to County:**

Milwaukee County DAS – IMSD  
Laurie Panella  
2711 W. Wells Room 719  
Milwaukee, WI 53208

Bradley Wentlandt  
Chief of Police  
Greenfield Police Department  
5300 W Layton Ave  
Greenfield, WI 53220  
414-761-5358

Milwaukee County Corporation  
Counsel  
901 9<sup>th</sup> street, Room 303  
Milwaukee, WI 53233  
Fax: 414-223-1249  
Phone: 414-278-4300

The parties hereto, from time to time, as needed, change the recipient and address information above by providing notice of new/replacement information by notice as required hereunder.

21. **County's Emergency Contact Person.** County shall also provide to City's Police Department the name, work phone, home phone, and cell phone of an emergency contact person for the County who City may contact, on a 24-hour-per-day, 7-day-per-week, 365-day-per-year basis regarding the Property, or County's equipment at the Property. County shall ensure that such emergency-contact data is kept current and up-to-date.
22. **The City of Greenfield emergency Contact Person.** The City will provide to the County Information Management Services Division office the name, work phone, home phone, and cell phone of an emergency contact person for the City who County may contact, on a 24-hour-per-day, 7-day-per-week, 365-day-per-year basis regarding the County's equipment at the Property. The City shall ensure that such emergency-contact data is kept current and up-to-date.
23. **Headings.** The headings used herein are for convenience only

24. **Remedies.** In the event of breach of this Agreement, the non-breaching party shall have all rights and remedies available at law and in equity against the breaching party. In the event of breach by County, City may, if County has not remedied the breach within 30 days after having received notice of the breach from City, declare an immediate termination of this Lease and City may then elect to retain as City's sole property the transmitter, and any other of County's property located on the Property - providing, however, that City may not terminate the Lease if the nature of the default is such that it cannot reasonably be cured within 30 days, and if County is proceeding (and continues to proceed) diligently and with good faith toward cure.
25. **County Insurance.** The county is self insured.
26. **Estoppel Certificates:** County Equipment List, Attachment A.
27. **Prohibition against Cable Television.** County shall not use the Property for the provision of "cable service" or as a "cable –television system" as those terms are defined in state and federal law, not shall the County use the property as "cable-communications system" as defined in Milwaukee Code Ordinances & 99-3-5.
28. **Open records Law.** The County and the City are subject to open records law, and each understands this Lease and certain documents and records related thereto or required hereunder may be subject to disclosure under open records requests that may be made against either.
29. **Audit and Inspection of Records.** For a period up to three years after completion of the Contract, the City shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of the City related to this Contract.
30. **Environmental.** With the exception of standard over the counter cleaners that County shall use in a careful and reasonable manner as part of its maintenance duties, County shall not introduce environmental hazards, solvents, or pollutants to the property. And, in any event, County shall not release environmental hazards, solvents, or pollutants that could subject the property or its owner to any state or federal clean-up or remediation order or in any manner that adversely impacts

health, safety, or welfare, or that pollutes or contaminates soil or groundwater at the property.

31. **Occupational/Controlled Exposure.** County shall provide information as may be necessary to enable City to meet (concerning any city personnel who may be required to be or work at the property) any published guidelines establishing maximum permissible exposure limits for occupational/controlled exposure to radio frequency electromagnetic fields (as referenced in Part 1 of the FCC’s Rules and regulations, including 47 CFR & 1.1310).
32. **Independent Contractor.** Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and the City or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, both Parties are and will be at all times acting and performing as independent contractors duly authorized to perform the acts required of it hereunder

In WITNESS HEREOF, the parties caused this agreement to be entered into and executed as of the Effective Date first written above.

LANDLORD	TENANT:
CITY OF GREENFIELD	MILWAUKEE COUNTY
By: _____ Michael Neitzke, Mayor	By: _____ Chris Abele Milwaukee County Executive
	And By: - _____ Amy Pachacek, Risk Manager Dept. Admin Services – Risk Mgt. Section
By: _____ Michael Neitzke, Mayor of the City of Greenfield	And By: _____ Tim Karaskiewicz, County Corp. Counsel’s Office

## Attachment A

### Equipment List

The following is a list of the existing analog radio system equipment:

Function	Model	Serial
CH1	T5365A	225CZR0048
Ch 2	T5365A	225CAB90041
CH 3	T5365A	225CAB90042
CH 4	T5365A	225CAB90043
CH 5	C65CX5103BT	398CVL0035
CH 6	C65CX5103BT	398CVL0007
CH 7	C65CX5103BT	398CVL0008
CH 8	C65CX5103BT	398CVQ0041
CH 9	C65CX5103BT	398CVQ0042
CH 10	C65CX5103BT	398CVL0005
CH 11	C65CX5103BT	398CVL0001
CH 12	C65CX5103BT	398CVL0006
CH 13	T5365A	225CAB0044
CH 14	T5365A	225CAB0045
TCC	T5293A	277CAB0002
TXRX Combiner 15 Cans	73-98-11-2D-05-LR	48218L2, K, B2
Eftaom GPS Standard	BASE-0004	99530326
Premisys Channel Bank	891830	9922
MCS2000 Control Station	M01UGL6PW4BN	722AAE0188
Comb Filters (4( Cellwave		
Moscad	F690DA	2145XQ0424

Note that the existing analog radio system equipment also includes a Universal Power Supply (UPS) Powerware 9155-10KVA, Serial FX312FAA08.

The following is a list of the proposed digital radio system equipment:

Description	Part Number	Quantity
GTR 8000 REPEATER SUBSYSTEM W/ COMBINERS, FILTERS, & 7 FOOT RACK	SQM01SUM7054	4
RMC06, 8 CH HIGH GAIN AMP UNIV RMC	DSDSRMC0608CD	1
DC SYS FP2-48/600A 3DIST 23IN 3BT8U	DS273279	1
RECTIFIER, FLATPACK 2 48/2000 HE	DS241115105	8
BLIND PANEL FP2 HE BLACK G1	DS236408	8
BREAKER 50A 1P AUX 5/16 BULLET	DS502660	2
100 AMP CIRCUIT BREAKER	DS502666	8
BREAKER DISTRIBUTION PANEL-/+ 24/48	DS219593	1
BRKR 5A 1P CR15 SNAPAK	DS219598	10
PTP 800 CMU / PTP-SYNC 19INCH RACK	DSWB3486H	2
VPM POWER SUPPLY MOUNTING KIT	BLN1297	1
PTP800 MODEM 1000/100BASET WITH CAP	DSWB3480HH	1
PTP800 MODEM CAPACITY CAP - 100 MBP	DSWB3542	1
PTP800 MODEM 1000/100BASET WITH CAP	DSWB3480HH	1
PTP800 MODEM CAPACITY CAP - 100 MBP	DSWB3542	1
1+1 OUT-OF-BAND SPLITTER KIT PER EN	DSWB3807H	1
PTP800 MODEM 1000/100BASET WITH CAP	DSWB3480HH	1
PTP800 MODEM CAPACITY CAP - 100 MBP	DSWB3542	1
PTP800 MODEM 1000/100BASET WITH CAP	DSWB3480HH	1
PTP800 MODEM CAPACITY CAP - 100 MBP	DSWB3542	1
1+1 OUT-OF-BAND SPLITTER KIT PER EN	DSWB3807H	1
PTP 800 CMU / PTP-SYNC 19INCH RACK	DSWB3486H	1
PTP800 MODEM 1000/100BASET WITH CAP	DSWB3480HH	1
PTP800 MODEM CAPACITY CAP - 50 MBPS	DSWB3541	1
PTP800 MODEM 1000/100BASET WITH CAP	DSWB3480HH	1

PTP800 MODEM CAPACITY CAP - 50 MBPS	DSWB3541	1
1+1 OUT-OF-BAND SPLITTER KIT PER EN	DSWB3807H	1
SITE MANAGER ADVANCED WITH POWER SUPPLY AND TERMINAL BLOCK	F4544	1
RTU_PER_DEVICE_SW_LICENSES	F2463	1
RTU_SW_LIC_PER_NFM-RTU_I-O	V839	1
SUMMIT X440-24TDC 24 10/100BASE-TX,	DS16519	2
SFP SX GIG-E OPTICAL PLUGGABLE MODU	DS01010430001	2
BATTERY, 48 V 62 AH 12V62F ENERSYS	DS507055	3
1+1 OPTICAL-Y SPLITTER KIT PER END	DSWB3806H	2
GPS TIMING ANTENNA/RECEIVER W/ ADDT	DS0900382702	2
MOUNTING KIT FOR 090-03827-02 , GPS	DS58534AAUB	2
SPD, HPD GPS DATA LINE, 48VDC, HARD	DSIX2L1M1DC48IG	2
125FT OUTDOOR UV PROTECTED CABLE 6	DS30C87465CO1	2