

# CONTRACT

## I. THE PARTIES

- 1.01 Appleton Fire Department, with offices at 700 North Drew Street, Appleton, Wisconsin 54911 ("AFD").
- 1.02 City of Kaukauna Fire Department, maintaining offices at 201 Reaume Avenue, Kaukauna, WI 54130 ("KKFD").

## II. THE RECITALS

- 2.01 WHEREAS AFD is the regional host agency for the Fiscal Year 2021 Assistance to Firefighters Grant Program ("AFG").
- 2.02 WHEREAS KKFD is a Regional Participating Partner of the AFG.
- 2.03 WHEREAS, pursuant to the AFG, AFD is the purchasing agent for portable radio bundles ("radios") for KKFD in strict compliance with all other documents incorporated herein by reference.
- 2.04 WHEREAS KKFD has agreed to cost share the purchased radios at a minimum of ten percent (10%) in strict compliance with all other documents incorporated herein by reference.

## III. AGREEMENT

NOW, THEREFORE, in consideration of the fulfillment of the obligations of the parties hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED AND PROMISED, by and between the above-referenced Parties as follows:

- 3.01 The Recitals are hereby made a part of the Agreement.
- 3.02 AFD shall purchase the radios for KKFD pursuant to the terms of the AFG award and all other documents incorporated herein.
- 3.03 KKFD is responsible for payment to AFD for KKFD's portion of the cost sharing in strict compliance with all documents incorporated herein by reference, for an amount to be not less than **Fifteen Thousand Five Hundred Ninety-Nine and 46/100 Dollars (\$15,599.46)**.

#### **IV. COMPONENT PARTS OF THIS CONTRACT**

- 4.01 This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.
  - 4.01.1 AFG Additional Funding, Agreement Articles, and Obligor Document, with an effective date of 09/15/2023, and consisting of nineteen (19) pages.
  - 4.01.2 Memorandum of Understanding, as Amended, between AFD and KKFD for the Fiscal Year 2021 Assistance to Firefighters Grant Program, consisting of approximately forty-one (41) pages including Amendment and signature pages.
  - 4.01.3 AFD Purchase Order dated 09/25/23 and accompanying Motorola Solutions Quote-2329686 dated September 13, 2023, consisting of approximately eight (8) pages.

#### **V. ADDITIONAL PROVISIONS**

- 5.01 In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.
- 5.02 In the event that any part of this contract is found to be illegal, it shall be stricken from the contract and the contract interpreted as if that clause did not exist.
- 5.03 Where not otherwise specified, this contract shall be construed in accordance with, and governed by, the laws of the State of Wisconsin, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply. Venue shall be in Outagamie County, Wisconsin.
- 5.04 Nothing contained within this contract is intended to be a waiver or estoppel of AFD or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- 5.05 This contract may be executed in several counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in

this contract are inserted for convenience of reference only and shall not constitute a part hereof.

- 5.06 Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf that respective Party.
- 5.07 **AGREEMENT TO INDEMNIFY AND SAVE HARMLESS.** KKFD agrees to indemnify, defend and hold harmless the City of Appleton officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the KKFD, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City of Appleton.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed on the day and year of the last signature below.

**City of Kaukauna Fire Department, KKFD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Appleton**

By: \_\_\_\_\_

Jacob A. Woodford, Mayor

By: \_\_\_\_\_

Kami Lynch, City Clerk

Approved as to form:

Provision has been made to pay the liability that will accrue under this contract.

\_\_\_\_\_  
Christopher R. Behrens, City Attorney

Last Revision: February 2022  
CityLaw: A21-0959.dg

\_\_\_\_\_  
Jeri A. Ohman, Finance Director

## Additional funding

### DESCRIPTION

These funds to be used towards the Portable Radio project. Rounding issue due to funding cap reduction.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$4,702.98	\$4,702.98	Equipment

### CHANGE FROM APPLICATION

**Item created**

### JUSTIFICATION

This reduction is because the amount of federal funding requested in the application exceeds the maximum funding limit based on the total population served by the host and participating partners.

## Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)

### DESCRIPTION

This item is a Motorola APX NEXT Portable Radio Bundle that includes the radio, battery, collar microphone, and charger.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	248	\$8,000.00	\$1,984,000.00	Equipment

### CHANGE FROM APPLICATION

**Quantity from 478 to 248**

**Unit price from \$9,027.85 to \$8,000.00**

### JUSTIFICATION

This reduction is because the amount of federal funding requested in the application exceeds the maximum funding limit based on the total population served by the host and participating partners. Additionally, this reduction is because the cost you requested for Portable Radios exceeds the average price range calculated from market research and prior awards for the same item.

## **Agreement Articles**

**Program:** Fiscal Year 2021 Assistance to Firefighters Grant

**Recipient:** APPLETON, CITY OF

**UEI-EFT:** WLT8QFB9NFZ3

**DUNS number:** 053090312

**Award number:** EMW-2021-FG-01241

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**Article 1      Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article 2      General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

- Article 3      Acknowledgement of Federal Funding from DHS**  
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- Article 4      Activities Conducted Abroad**  
Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Article 5      Age Discrimination Act of 1975**  
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6      Americans with Disabilities Act of 1990**  
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7      Best Practices for Collection and Use of Personally Identifiable Information**  
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 8      Civil Rights Act of 1964 – Title VI**  
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article 9      Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 10     Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article 11     Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12     Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13     Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- Article 14      Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**  
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- Article 15      Energy Policy and Conservation Act**  
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 16      False Claims Act and Program Fraud Civil Remedies**  
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 17      Federal Debt Status**  
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 18      Federal Leadership on Reducing Text Messaging while Driving**  
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- Article 19      Fly America Act of 1974**  
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Article 20      Hotel and Motel Fire Safety Act of 1990**  
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

- Article 21      John S. McCain National Defense Authorization Act of Fiscal Year 2019**  
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
- Article 22      Limited English Proficiency (Civil Rights Act of 1964, Title VI)**  
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 23      Lobbying Prohibitions**  
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 24      National Environmental Policy Act**  
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans
- Article 25      Nondiscrimination in Matters Pertaining to Faith-Based Organizations**  
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article 26      Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article 27      Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article 28      Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article 29      Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article 30      Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article 31      Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 32      Reporting Subawards and Executive Compensation**

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 33      Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and

must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

- Article 34      SAFECOM**  
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- Article 35      Terrorist Financing**  
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- Article 36      Trafficking Victims Protection Act of 2000 (TVPA)**  
Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- Article 37      Universal Identifier and System of Award Management**  
Requirements for System for Award Management and Unique Entity Identifier  
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- Article 38      USA PATRIOT Act of 2001**  
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.
- Article 39      Use of DHS Seal, Logo and Flags**  
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



**Article 40      Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article 41      Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 42      Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 43      Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

- Article 44      Disposition of Equipment Acquired Under the Federal Award**  
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.
- Article 45      Prior Approval for Modification of Approved Budget**  
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- Article 46      Indirect Cost Rate**  
2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
- Article 47      Award Performance Goals**  
FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

## Obligating document

<b>1. Agreement No.</b> EMW-2021-FG-01241	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 396005381	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX00671N2022T		
<b>6. Recipient Name and Address</b> APPLETON, CITY OF 100 N APPLETON ST APPLETON, WI 54911	<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742			
<b>9. Name of Recipient Project Officer</b> Sharon Brochtrup	<b>9a. Phone No.</b> 9208325810	<b>10. Name of FEMA Project Coordinator</b> Assistance to Firefighters Grant Program		<b>10a. Phone No.</b> 1-866-274-0960		
<b>11. Effective Date of This Action</b>  09/15/2022	<b>12. Method of Payment</b>  OTHER - FEMA GO	<b>13. Assistance Arrangement</b>  COST SHARING		<b>14. Performance Period</b> 09/22/2022 to 09/21/2024 <b>Budget Period</b> 09/22/2022 to 09/21/2024		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data(ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$1,807,911.80	\$1,807,911.80	\$180,791.18
Totals			\$0.00	\$1,807,911.80	\$1,807,911.80	\$180,791.18
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</b> This field is not applicable for digitally signed grant agreements						
<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>					<b>DATE</b>	
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b> PAMELA WILLIAMS, Assistant Administrator, Grant Programs					<b>DATE</b> 09/15/2022	

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 09/15/2022



Sharon Brochtrup  
APPLETON, CITY OF  
100 N APPLETON ST  
APPLETON, WI 54911

EMW-2021-FG-01241

Dear Sharon Brochtrup,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$1,807,911.80 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$180,791.18 for a total approved budget of \$1,988,702.98. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



PAMELA WILLIAMS

Assistant Administrator, Grant Programs

# Summary Award Memo

**Program:** Fiscal Year 2021 Assistance to Firefighters Grant

**Recipient:** APPLETON, CITY OF

**UEI-EFT:** WLT8QFB9NFZ3

**DUNS number:** 053090312

**Award number:** EMW-2021-FG-01241

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

<b>Object Class</b>	<b>Total</b>
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$1,988,702.98
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$1,807,911.80
Non-federal	\$180,791.18
Total	\$1,988,702.98
Program Income	\$0.00

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

### Approved request details:

## Equipment

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF APPLETON FIRE DEPARTMENT  
AND  
REGIONAL PARTICIPATING PARTNERS  
OF THE FISCAL YEAR 2021 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM**

This Memorandum of Understanding ("MOU") by and between the City of Appleton Fire Department ("AFD") and the Participating Partner Agencies as required in the Application for Fiscal Year 2021 Assistance to Firefighters Grant Program ("AFG"). The potential Participating Partner Agencies include the Village of Little Chute Fire Department ("LCFD"), Towns of Vandenbroek-Kaukauna Fire Department ("VKFD"), City of Kaukauna Fire Department ("KKFD"), Town of Freedom Fire Department ("FFD"), Village of Kimberly Fire Department ("KFD"), Town of Ellington Fire and EMS ("EFD"), City of Seymour Fire Department ("SFD"), Seymour Rural Fire Department ("SRFD"), Seymour Rescue ("SR"), Town of Buchanan Fire Department ("BFD"), Town of Dale Fire and Rescue ("DFR"), Village of Bear Creek Fire Department ("BCFD"), Village of Combined Locks Fire Department ("CLFD"), Village of Greenville Fire Department ("GFD"), Appleton International Airport Public Safety ("AAPS"), Hortonville-Hortonia Fire Department ("HHFD"), and Town of Grand Chute Fire Department ("GCFD")

**1.0 AFD's Responsibilities and Level of Involvement**

- 1.01 AFD will serve as the regional host applicant for the AFG for the other Participating Partner Agencies.
- 1.02 If awarded, AFD, will be responsible for all aspects of the grant, including, but not limited to, cost share, accountability for the assets, and all reporting requirements in the Regional application.
- 1.03 Upon notification by the AFG Program Office, AFD will not distribute grant-funded assets or provide grant-funded contractual services to non-compliant Participating Partner Agencies.

**2.0 Participating Organizations' Responsibilities and Levels of Involvement**

- 2.01 The Participating Partner Agencies include: LCFD, VKFD, KKFD, FFD, KFD, EFD, SRFD, SFD, SR, BFD, DFR, BCFD, CLFD, GFD, AAPS, HHFD, and GCFD.
- 2.02 Participating Partner Agency certifies that they are an eligible AFG Program organization, that they are compliant with AFG Program requirements including being current with past grants, closeouts, other reporting requirements, and understand the terms of the AFG.
- 2.03 Participating Partner Agency understands that this MOU must be signed by authorized persons to be eligible for the opportunity to participate in the purchase of approved radio equipment authorized under the AFG.
- 2.04 AFD and GCFD will cost share at a rate of 10%.



- 2.05 LCFD, VKFD, KKFD, FFD, KFD, EFD, EEMS, SRFD, SFD, SR, BFD, DFR, BCFD, CLFD, GFD, AAPS, and HHFD will cost share at a rate of 5%.
- 2.06 Participating Partner Agency understands that changes in previously indicated participation levels by participating agencies may result in the overall reduction of the final amount of grant funding and each participant's share of that funding as identified in the grant.
- 2.07 Participating Partner Agency acknowledges that after its portion of the grant is calculated, it shall be solely responsible for having adequate matching funds allocated to pay the remaining balance owed to complete its purchase of equipment.

### **3.0 Participating Organizations' Proposed Distribution of grant-funded assets**

Based upon information provided by Participating Partner Agencies, AFD is requesting \$4,315,312.30 in grant funds to cover maximum needs for all participating agencies. Assuming receipt of the requested funds, the following is the proposed distribution of grant-funded assets (actual amounts dispersed to Participating Organizations will depend on grant award amount and qualifying proof of actual costs of qualifying purchases):

- AFD (EIN 39-6005381) will receive up to 12.34%
- LCFD (EIN 39-6006304) will receive up to 7.32%
- VKFD (EIN 74-3216406) will receive up to 3.77%
- KKFD (EIN 39-6005479) will receive up to 7.95%
- FFD (EIN 39-6075681) will receive up to 4.60%
- KFD (EIN 39-6006297) will receive up to 2.93%
- EFD (EIN 39-6052710) will receive up to 6.90%
- DFR (EIN 39-6005845) will receive up to 6.28%
- SRFD (EIN 39-1618507) will receive up to 3.77%
- SFD (EIN 39-6005593) will receive up to 2.51%
- SR (EIN 39-6005593) will receive up to 2.93%
- BFD (EIN 39-1316254) will receive up to 4.18%
- BCFD (EIN 39-1217341) will receive up to 4.18%
- CLFD (EIN 39-6006242) will receive up to 3.56%
- GFD (EIN 86-1482234) will receive up to 6.90%
- AAPS (EIN 39-6005724) will receive up to 3.77%
- HHFD (EIN 42-1697850) will receive up to 6.07%
- GCFD (EIN 39-6005918) will receive up to 10.04%


### **4.0 INDEMNIFICATION.** Participating Partner Agency and its officers, officials, employees, and agents, for good and valuable consideration, do hereby agree to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents,

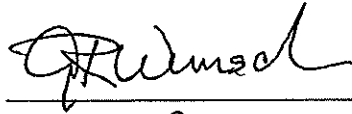
from and against any and all liability, loss, damage, expense, costs (including attorney's fees) that may arise in any way out of this agreement. Nothing contained in this agreement is intended as a waiver of the City to rely upon the immunities or limitations to liability as may be contained within Wisconsin Statutes 893.80 or other applicable law.

- 5.0 SEVERABILITY.** In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either Appleton or Participating Partner Agency in the respective rights and obligations contained in the valid terms, covenants, and conditions hereof.

The undersigned warrant and represent that they are duly authorized by the Participating Partner Agency to enter this agreement and bind the Participating Partner Agency to the terms herein.

APPLETON INTERNATIONAL AIRPORT PUBLIC SAFETY  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By:   
Printed Name: SCOTT VOLBERDING  
Title: OPERATIONS MANAGER  
ATW

By:   
Printed Name: GARY WUNSCH  
Title: ATW FIRE CHIEF

VILLAGE OF BEAR CREEK FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: Patrick J. Norder

Printed Name: PATRICK J. NORDER

Title: FIRE CHIEF

By: Christopher Wenner

Printed Name: Christopher Wenner

Title: Village President

**TOWN OF BUCHANAN FIRE DEPARTMENT**  
**AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION**  
**DULY AUTHORIZED SIGNATURES**

By: M. J. Mahoney

Printed Name: Margaret Mahoney

Title: Town Administrator

By: Ray Mohr

Printed Name: RAY MOHR

Title: FIRE CHIEF

**CITY OF SEYMOUR FIRE DEPARTMENT**  
**AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION**  
**DULY AUTHORIZED SIGNATURES**

By: Ryan Kraft  
Printed Name: Ryan Kraft  
Title: Mayer City of Seymour

By: Ron Vandenberg  
Printed Name: Ron Vandenberg  
Title: City Seymour Fire Chief

VILLAGE OF COMBINED LOCKS FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: Racquel Shampo-Giese  
Printed Name: Racquel Shampo-Giese  
Title: Administrator

By: [Signature]  
Printed Name: Ken WIEDENBACHER  
Title: Fire Chief

**TOWN OF ELLINGTON FIRE AND EMS**  
**AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION**  
**DULY AUTHORIZED SIGNATURES**

By: Joe Schumacher

Printed Name: Joe Schumacher

Title: Chairman

By: Jim Bente

Printed Name: Jim Bente

Title: FIRE CHIEF



TOWN OF FREEDOM FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: Cik

Printed Name: Charles Kramer

Title: Town Chairman

By: Mark Green

Printed Name: Mark Green

Title: Fire Chief

CITY OF KAUKAUNA FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: \_\_\_\_\_

Printed Name: Anthony J. Penttermann

Title: Mayor

By: \_\_\_\_\_

Printed Name: Jacob Carrel

Title: Fire Chief

VILLAGE OF KIMBERLY FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: Charles A. Kuen

Printed Name: Charles A. Kuen

Title: Village President

By: James Hetpas

Printed Name: JAMES HETPAS

Title: FIRE CHIEF

By: Sean L. Hutchison

Printed Name: Sean L. Hutchison

Title: City Administrator

01/12/2022

By: M. Grevel

Printed Name: Mary Grevel

Title: Director - Seymour  
Rescue

SEYMOUR RURAL FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

Town of Osborn  
By: Al Timm By: Dennis Hoffman Supervisor 10/  
Printed Name: Al Timm 1-10-22 Printed Name: [Signature] 22  
Title: Town chair Title: \_\_\_\_\_  
BY: KEITH LORENZ SUPERVISOR 1-10-2022


Attest: Dan Schatz 11/01/22  
clerk  
Darlene Schultz

Town of Seymour  
Michael Barclay  
Michael Barclay  
Town chair  
Pete Wachtendonk  
Pete Wachtendonk  
1st-Sup

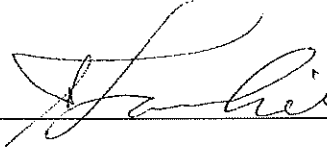
Attest: Tracy Gagnon 11/3/22  
Tracy Gagnon  
Clerk

Gregory P. Brown  
GREGORY P. BROWN  
Fire chief, Seymour Rural Fire Dept.

VILLAGE OF GREENVILLE FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

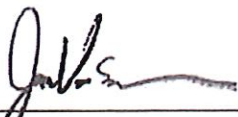
By:   
Printed Name: JACK ANDERSON

Title: VILLAGE PRESIDENT

By:   
Printed Name: TIMOTHY LAMBIE

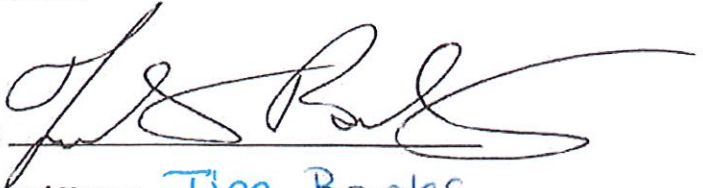
Title: FIRE CHIEF

**TOWN OF GRAND CHUTE FIRE DEPARTMENT**  
**AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION**  
**DULY AUTHORIZED SIGNATURES**

By: 

Printed Name: Jason Van Eperen

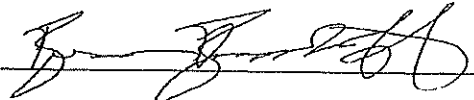
Title: Town Chairman


By: 

Printed Name: Tim Banks

Title: Fire Chief

VILLAGE OF LITTLE CHUTE FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By:   
Printed Name: Beau Bernhofs  
Title: Village Administrator

By:   
Printed Name: Mark Jansen  
Title: Fire Chief  
05/05/22



**HORTONVILLE/HORTONIA FIRE DEPARTMENT**  
**AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION**  
**DULY AUTHORIZED SIGNATURES**

By: Thomas J. Banker  
Printed Name: Thomas J Banker  
Title: Fire District Pres.

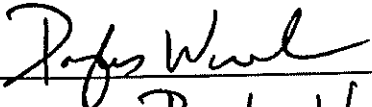
By: DAVE DORN  
Printed Name: DAVE DORN  
Title: CHIEF


**Pick up at Store**

MOU  
AFG Program

**MENARDS-APPLETON WEST YARD**

**TOWN OF DALE FIRE AND RESCUE**  
**AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION**  
**DULY AUTHORIZED SIGNATURES**

By:   
Printed Name: Douglas Wunderlich  
Title: Town Chairperson

By:   
Printed Name: Chad C. DeGaul  
Title: Fire Chief

**VANDENBROEK - KAUKAUNA FIRE DEPARTMENT**

**AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION**

**DULY AUTHORIZED SIGNATURES**

By: 

Printed Name: Jason Wegand

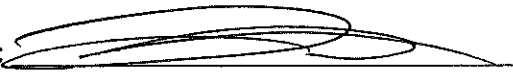
Title: Chairman

By: 

Printed Name: Ronald B Young

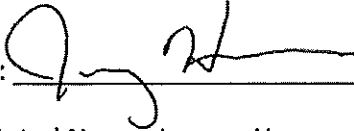
Title: Fire Chief

**CITY OF APPLETON**  
**HOST REGIONAL APPLICANT**  
**DULY AUTHORIZED SIGNATURES**

By: 

Printed Name: Jacob Woodford

Title: Mayor

By: 

Printed Name: Jeremy Hansen

Title: Fire Chief

CL: A21-0959

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF APPLETON FIRE DEPARTMENT  
AND THE PARTICIPATING PARTNER AGENCIES  
FOR THE FISCAL YEAR 2021 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM**

**1.0 The Parties**

- 1.01** City of Appleton Fire Department ("AFD")
- 1.02** Village of Little Chute Fire Department ("LCFD"),
- 1.03** Towns of Vandenbroek-Kaukauna Fire Department ("VKFD"),
- 1.04** City of Kaukauna Fire Department ("KKFD"),
- 1.05** Town of Freedom Fire Department ("FFD"),
- 1.06** Village of Kimberly Fire Department ("KFD"),
- 1.07** Town of Ellington Fire and EMS ("EFD"),
- 1.08** City of Seymour Fire Department ("SFD"),
- 1.09** Seymour Rural Fire Department ("SRFD"),
- 1.10** Seymour Rescue ("SR"),
- 1.11** Town of Buchanan Fire Department ("BFD"),
- 1.12** Town of Dale Fire and Rescue ("DFR"),
- 1.13** Village of Bear Creek Fire Department ("BCFD"),
- 1.14** Village of Combined Locks Fire Department ("CLFD"),
- 1.15** Village of Greenville Fire Department ("GFD"),
- 1.16** Appleton International Airport Public Safety ("AAPS"),
- 1.17** Hortonville-Hortonia Fire Department ("HHFD"), and
- 1.18** Town of Grand Chute Fire Department ("GCFD")

**2.0 The Recitals**

- 2.01** **WHEREAS** AFD serves as the regional Host Applicant for the Application for Fiscal Year 2021 Assistance to Firefighters Grant Program ("AFG"). The remaining parties are the Participating Partner Agencies.
- 2.02** **WHEREAS** the Parties executed a MOU in furtherance of the AFG on or about May 2022.

**2.03**       **WHEREAS** Sections 2.04 and 2.05 of the MOU identified the cost sharing rates as understood by the parties prior to the AFG application.

**2.04**       **WHEREAS** the Parties wish to amend Section 2.04 and delete the contents of Section 2.05 to reflect the reality of the cost sharing benefits of the approved grant.

**3.0       The Agreement**

**NOW THEREFORE, the Parties hereby incorporate the above recitals and mutually agree to the following:**

**3.01**       SECTION 2.04 shall be amended to read:

2.04       All agencies, including host applicant and Participating Partner Agencies, will cost share at a rate of 10%.

**3.02**       SECTION 2.05 shall be amended to read:

2.05       [*Reserved*]

**4.0       Severability.** In the event that any part of this Amendment is found to be illegal, it shall be stricken from the Amendment and the MOU interpreted as if that clause did not exist.

**The undersigned warrant and represent that they are duly authorized to enter into this agreement and bind the Agency to the terms herein.**

CITY OF APPLETON  
HOST REGIONAL APPLICANT  
DULY AUTHORIZED SIGNATURES

By: 

Printed Name: Jacob Woodford

Title: Mayor

Date: 9/11/2023

CL: A31-0959

By: 

Printed Name: Jeremy Hansen

Title: Fire Chief

Date: 09/07/2023

VILLAGE OF LITTLE CHUTE FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: Mike Vanden Berg

Printed Name: Mike Vanden Berg

Title: Village Board President

Date: 09/13/2023

By: Duane Nechnodan


Printed Name: Duane Nechnodan

Title: Fire Chief

Date: 09/13/2023



CITY OF KAUKAUNA FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By:   
Printed Name: Anthony J. Pentecost  
Title: Mayor  
Date: 9-12-2023

By:   
Printed Name: Jacob Carrel  
Title: Fire Chief  
Date: 9-12-23

VANDENBROEK - KAUKAUNA FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: [Signature]  
Printed Name: Tasha Wegner  
Title: Chairman  
Date: 9-11-2023

By: [Signature]  
Printed Name: Cory Swedberg  
Title: Clerk  
Date: 9-11-23

VANDENBROEK - KAUKAUNA FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: [Signature]  
Printed Name: Mike Van Asten  
Title: Chairman  
Date: 9-11-2023

By: [Signature]  
Printed Name: Debbie VanderHeiden  
Title: Clerk/Treasurer  
Date: 9-11-2023

TOWN OF GRAND CHUTE FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: Jeffrey D. O'Donnell

Printed Name: Jeffrey D. O'Donnell

Title: Town Administrator

Date: 9/5/2023

By: Steve Penzien

Printed Name: Steve Penzien

Title: Fire Chief

Date: 9-5-2023

TOWN OF FREEDOM FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: Mark Green By: \_\_\_\_\_  
Printed Name: Mark Green Printed Name: \_\_\_\_\_  
Title: fire chief Title: \_\_\_\_\_  
Date: 9-12-2023 Date: \_\_\_\_\_

VILLAGE OF KIMBERLY FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: Charles A. Ruiz

Printed Name: CHARLES A. RUIZ

Title: PRESIDENT

Date: 9-11-2023

By: [Signature]

Printed Name: JIM HERRAS

Title: FIRE CHIEF

Date: 9/11/23

TOWN OF ELLINGTON FIRE AND EMS  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: A. Kaddatz  
Printed Name: Allen Kaddatz  
Title: Town Supervisor  
Date: 9-10-23

By: Jim Bente  
Printed Name: Jim Bente  
Title: FIRE CHIEF  
Date: 9/10/23

CITY OF SEYMOUR FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: Sean S. Hutchison  
Printed Name: Sean L. Hutchison  
Title: City Administrator  
Date: 9/11/2023

By: Ron Van de Corput  
Printed Name: Ron Van de Corput  
Title: Fire Chief  
Date: 9-10-2023

SEYMOUR RURAL FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

Town of Osborn

By: Al Timmon  
Printed Name: Al Timmon  
Title: chairman  
Date: 9-10-2023

By: Jacob Newling  
Printed Name: Jacob Newling  
Title: Fire Chief  
Date: 9-10-2023

Town of Seymour

By: Michael Barclay  
Printed Name: Michael Barclay  
Title: chair  
Date: September 10, 2023

By: Jacob Newling  
Printed Name: Jacob Newling  
Title: Fire Chief  
Date: 9-10-2023

Seymour Rural Fire Dept.

By: Jacob Newling  
Printed Name: Jacob Newling  
Title: Fire Chief  
Date: 9-10-2023

By: Dennis Hoffman  
Printed Name: Dennis Hoffman  
Title: Fire Board President  
Date: 9/10/2023



SEYMOUR RESCUE

AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION

DULY AUTHORIZED SIGNATURES

By: Sean L. Hutchison

Printed Name: Sean L. Hutchison

Title: City Administrator

Date: 9/11/2023

By: Mary Greuel

Printed Name: Mary Greuel

Title: DIRECTOR - RESCUE

Date: 9/10/2023

TOWN OF BUCHANAN FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: [Signature]  
Printed Name: Michael Brown  
Title: Administrator  
Date: 9/13/23

By: [Signature]  
Printed Name: KAY MORRIS  
Title: Fire Chief Town of Buchanan  
Date: 9-13-23

TOWN OF DALE FIRE AND RESCUE  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: *[Signature]*

By: *[Signature]*

Printed Name: Douglas Wurdach

Printed Name: CHAD C DEGAN


Title: Town Chairman


Title: Fire Chief

Date: 9/6/23

Date: 9/6/23

VILLAGE OF BEAR CREEK FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By:   
Printed Name: Gary Jonke  
Title: Asst. Chief  
Date: 9/13/23

By:   
Printed Name: Kenneth M. Baier  
Title: Secretary - Treasurer  
Date: 9-13-23

VILLAGE OF COMBINED LOCKS FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By: Racquel Shampo-Giese  
Printed Name: Racquel Shampo-Giese  
Title: Village Administrator  
Date: 09-13-2023

By: Ken Wiedenbauer  
Printed Name: Ken Wiedenbauer  
Title: Fire Chief  
Date: 09-13-2023

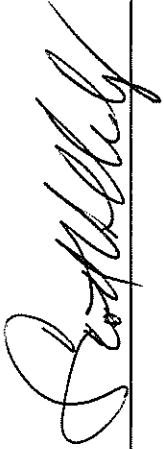
VILLAGE OF GREENVILLE FIRE DEPARTMENT  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

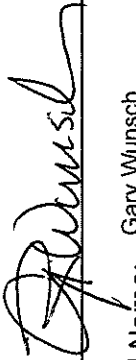
By: Jim Parish  
Printed Name: TRAVIS PARISH  
Title: Village Administrator  
Date: 9.12.23

By: [Signature]  
Printed Name: Tim Lambie  
Title: Fire Chief  
Date: 9-12-23



APPLETON INTERNATIONAL AIRPORT PUBLIC SAFETY  
AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION  
DULY AUTHORIZED SIGNATURES

By:   
Printed Name: Scott Volberding  
Title: Airport Operations Manager  
Date: 09/12/2023

By:   
Printed Name: Gary Wunsch  
Title: Airport Public Safety Chief  
Date: 09/12/2023

**HORTONVILLE/HORTONIA FIRE DEPARTMENT**  
**AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION**  
**DULY AUTHORIZED SIGNATURES**

By: Thomas J. Barker

Printed Name: TOM BARKER

Title: FIRE DISTRICT President

Date: 9/4/23

By: [Signature]

Printed Name: JACK KAHNKE

Title: CHIEF

Date: 9/4/23



# CITY OF APPLETON

## FIRE DEPARTMENT



700 N. Drew Street  
Appleton, WI 54911



(920) 832-5810



(920) 832-5830



[ryan.weyers@appleton.org](mailto:ryan.weyers@appleton.org)

Purchase Authorization #:

44240

Tax Exempt #: 008-1020421137-05

Date: 09/25/23

**Vendor:**

Motorola Solutions  
1301 E. Algonquin Road  
Schaumburg, IL 61096

**Shipping Address:**

Baycom Inc.  
2040 Radisson Street  
Green Bay, WI 54302

**Billing Address:**

City of Appleton  
Attn: Deputy Chief Ryan Weyers  
700 N. Drew Street  
Appleton, WI 54911

**Ultimate Address:**

Kaukauna Fire & Rescue  
Attn: Heath Buechel

			Collar			
	Qty.	Radio	Microphone	Battery	Charger	Sub-Total
APX8000HXE	20	\$142,089.60	\$8,456.40	\$3,034.60	\$2,414.00	\$155,994.60
APX8000H	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
APX6000XE	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
APXN70	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total:</b>	<b>20</b>					<b>\$155,994.60</b>

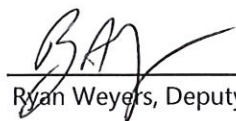
This order incorporates the terms of pricing of the WCA/Motorola Contract No. 11-16200/CB and must be referenced on WI customer Purchase Orders.

Purchaser warrants that purchase is being made within scope of Wisconsin WCA Participating Addendum.

Terms – N/60 days from shipment.

Shipping – FOB destination, prepaid & included.

Department Approval:

  
Ryan Weyers, Deputy Chief

9/26/23  
Date





## APPLETON FIRE DEPT (WI), CITY OF

Grant Radio Order; Kaukauna Fire Department

09/13/2023



QUOTE-2329686

09/13/2023

APPLETON FIRE DEPT (WI), CITY OF  
PO BOX 2428  
APPLETON, WI 54913

RE: Motorola Quote for Grant Radio Order; Kaukauna Fire Department  
Dear Ryan Weyers,

Motorola Solutions is pleased to present APPLETON FIRE DEPT (WI), CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide APPLETON FIRE DEPT (WI), CITY OF with the best products and services available in the communications industry. Please direct any questions to Eric Schroeder at [eschroeder@baycominc.com](mailto:eschroeder@baycominc.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Eric Schroeder  
Communications Consultant

Motorola Solutions Manufacturer's Representative



QUOTE-2329686  
Grant Radio Order; Kaukauna Fire  
Department

Billing Address:  
APPLETON FIRE DEPT (WI),  
CITY OF  
PO BOX 2428  
APPLETON, WI 54913  
US

Quote Date:09/13/2023  
Expiration Date:11/12/2023  
Quote Created By:  
Eric Schroeder  
Communications Consultant  
eschroeder@baycominc.com  
920-544-4203

End Customer:  
APPLETON FIRE DEPT (WI), CITY OF  
Ryan Weyers  
Ryan.Weyers@Appleton.org  
920-213-1129

Contract: 24752 - WCA  
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Contract Price
	APX™ 8000 Series	APX8000HXE			
1	H91TGD9PW8AN	APX 8000H ALL BAND PORTABLE MODEL 2.5	20	\$8,257.60	\$6,028.05
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	20	\$6.00	\$4.38
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	20	\$567.00	\$413.91
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	20	\$330.00	\$240.90
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	20	\$0.00	\$0.00
1e	QA02006AD	ENH: APX8000HXE RUGGED RADIO	20	\$880.00	\$642.40
1f	QA05509AA	DEL: DELETE UHF BAND	20	-\$800.00	-\$584.00
1g	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	20	\$0.00	\$0.00
1h	H38BS	ADD: SMARTZONE OPERATION	20	\$1,650.00	\$1,204.50
1i	QA09113AB	ADD: BASELINE RELEASE SW	20	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2329686  
Grant Radio Order; Kaukauna Fire  
Department

Line #	Item Number	Description	Qty	List Price	Contract Price
1j	QA01427AG	ALT: APX8000/XE HOUSING GREEN	20	\$28.00	\$20.44
2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	20	\$169.56	\$123.78
3	LSV00Q00202A	DEVICE PROGRAMMING	20	\$53.57	\$53.57
4	PMMN4107C	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	20	\$594.00	\$433.62

Grand Total **\$155,994.60(USD)**

#### Notes:

- + Promotional pricing for 1 year Application Service trial.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## Purchase Order Checklist

**Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)**

**PO Number/ Contract Number**

**PO Date**

**Vendor = Motorola Solutions, Inc.**

**Payment (Billing) Terms/ State Contract Number**

**Bill-To Name on PO must be equal to the *Legal* Bill-To Name**

**Bill-To Address**

**Ship-To Address (If we are shipping to a MR location, it must be documented on PO)**

**Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )**

**PO Amount must be equal to or greater than Order Total**

**Non-Editable Format (Word/ Excel templates cannot be accepted)**

**Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept**

**Ship To Contact Name & Phone #**

**Tax Exemption Status**

**Signatures (As required)**

