

CENTRAL IOWA REGIONAL PUBLIC SAFETY COMMUNICATION SYSTEM

SUBSCRIBER AGREEMENT
BETWEEN
POLK COUNTY, IOWA
AND
CITY OF ANKENY, IOWA

THIS AGREEMENT is between Polk County, Iowa, a municipal corporation organized pursuant to Chapter 331 of the Iowa Code whose address is 111 Court Avenue, Room 300, Des Moines, Iowa 50309, and the Subscriber. The Central Iowa Regional Public Safety Communication System ("System") is an unincorporated consortium of public safety agencies for whom Polk County provides dispatch services. This Agreement complies with Chapter 28E of the Iowa Code.

SUBSCRIBER NAME AND ADDRESS:

**City of Ankeny
410 W. First Street
Ankeny, Iowa 50023**

CONTACT PERSON: Pamela DeMouth, City Clerk

This Agreement establishes a stable consortium for dispatch services for public safety agencies in Polk County.

Polk County and Subscriber agree as follows:

1. **28E Agreement:** This Agreement is entered into pursuant to the provisions of Chapter 28E, Code of Iowa (2011).
2. **No Entity:** No separate legal or administrative entity is created by this Agreement. No real estate will be purchased in the performance of this agreement.
3. **Administrator:** The Polk County Sheriff shall administer the performance of this Agreement.
4. **Term:** The term of this agreement shall be from July 1, 2012 through June 30, 2024. This agreement may be renewed in six year increments.
5. **Termination for Default:** If either party fails to perform its obligations under this agreement, the other party may send a written Notice of Default. The Notice will provide for 30 days to cure the default (This time may be extended by mutual consent). If the breach/default is not cured within the time allowed this agreement will terminate after 13 months. **Termination for Convenience:** If the Subscriber determines that it is in its best interest to terminate this contract, it will provide Polk County 13 month's notice of the termination in writing. In the event that the Subscriber elects to terminate this contract for convenience it will pay Polk County the present value of the user access fees from the termination date through June 30, 2024, discounted at 5%.

6. **Grant:** For Phase I of the Central Iowa Regional Public Safety Communication System Project, Polk County will use a combination of E911 funds, a U.S. Department of Justice, Community Oriented Policing Services- Interoperable Communications Technology (MICS) grant administered by the City of Des Moines, and Polk County funds to procure and distribute radios to the agencies for whom it dispatches and who are a part of the Polk County Public Safety Answering Point (PSAP) and which are impacted by Phase 1. The granting of these radios is for those agencies impacted by Phase 1. Phase 2 of the System will begin upon identification of funding and authorization by Polk County.
7. **Radios:** The radios are compliant in these environments: EDACS, P25, 700/800 MHz. The initial grant of radios includes installation where appropriate, an EDACS upgrade and limited accessories. Base model and limited accessories of portable and mobile radios will be funded by the project. Upgrades to the base model will be an additional cost born by the Subscriber. This grant is conditioned upon receipt by Polk County of designated funds and compliance by RACOM with the Master Contract.
8. **Payment/contract administration:** Polk County will provide financial administration of the radio purchase and will pay RACOM for services as follows: 30% at signing of the Master Contract, 30% at the time of delivery of the equipment to RACOM's Ankeny service site with verification of receipt by Polk County Project Manager, 30% at the completion of installation (to include programming and end user training), and 10% at the time of acceptance of the radios by Polk County and the Subscribers. RACOM will provide Polk County with an invoice for each subscriber at each payment point of the contract. Polk County will bill each Subscriber for their portion of all progress payments. Subscriber shall submit payment to Polk County within 30 days of receipt of an invoice.
9. **Ownership:** After the radios are delivered, the Subscriber Agency is the owner of the radios and is responsible for all maintenance, repairs, upkeep, risk of loss, additional programming and any other costs of the radios granted it.
10. **Participation in Group Agreements:** Any Subscriber Agency may elect to participate in a maintenance agreement for maintenance of radio equipment with RACOM and may obtain maintenance services based on a group rate.
11. **Monthly Service Fee:** The Subscriber is responsible for the payment of a monthly access fee for each radio and the Subscriber will enter into a written payment agreement with RACOM. The monthly access fee for radios will be governed by the master contract between Polk County and RACOM.
 - a. For the first three years after cut over (estimated to be October 1, 2012) the price for the monthly radio service for each radio will not exceed \$23.50 per month. Following that, the monthly subscription will not increase more than the Midwest Urban Size B/C element of the United States Department of Labor, Consumer Price Index, not to exceed three percent (3%)
 - b. If Phase Two is authorized by the Polk County Board of Supervisors on or before 3 years from the cutover date, the monthly access fee of an amount not to exceed \$23.50 is guaranteed for an additional two years. Following that, the monthly subscription fee will not increase more than the Midwest Urban Size B/C element of the United States Department of Labor, Consumer Price Index, not to exceed three percent (3%).

12. Communication Services Provide by Polk County: In addition to providing base radios that are the subject of this Grant, Polk County will continue to provide access and support for Intergraph CAD, RMS, Mobile and interfaces, Fire paging, and Emergency Warning Siren Paging.

- a. Dispatch Services: Polk County's Public Safety Answering Point (PSAP) shall provide services twenty-four hour (24) per day, 365 days per year.
- b. Emergency Telephone: Polk County will receive and process all emergency telephone calls received on the 9-1-1 telephone system.
- c. Incident Numbering: Polk County will electronically record an "Agency Number" for all incidents within the subscriber agencies.
- d. Computer Aided Dispatch: Polk County shall provide dispatch services utilizing a modern Computer Aided Dispatch (CAD) System.
- e. Records Management System: For those agencies using the RMS provided by Polk County, Polk County shall provide an interface between CAD and RMS, to provide calls for service records to the Subscriber.
- f. Communications Operational Advisory Committee: Polk County will host quarterly meetings with all Subscribers. Subscriber representatives will have the opportunity to discuss issues of operational concern that impact all users, and provide suggestions for revisions to operational procedures.

13. CAD Map Maintenance

- a. To ensure accurate dispatch addresses and locates, the Subscriber is responsible for providing and maintaining updated address information for their jurisdiction as prescribed by the Des Moines Area Regional GIS and Polk County.
- b. Subscriber is responsible for providing and maintaining updated emergency responder contact information to Polk County Communications.

14. Indemnification: The governmental parties' liability is determined by Chapter 670 of the Iowa Code.

15. Duration: This Agreement will begin at cutover, currently estimated to be October 1, 2012 and will be in effect for twelve years. It may be renewed for additional six year terms unless terminated as provided in the previous section.

16. Amendments/Reopener: Polk County will fund the communication services detailed in Item 12 for the first six years of this agreement. After that time, Polk County reserves the right to reopen this agreement to evaluate alternative funding formulas for communication services. Agreement may only be amended in writing upon agreement of both parties and approval of alternative funding formulas will not be unreasonably withheld.

17. Remedies: If the parties are unable to agree, mediation is an option and any litigation will be brought only in the Iowa District Court for Polk County.

18. Execution of Agreement: The parties shall approve the Agreement by resolution or motion of the respective boards or council, which shall authorize the execution of the Agreement. It will then be filed in the Office of the Iowa Secretary of State and the Recorder of Polk County, by Polk County, in accordance with Chapter 28E of the Code of Iowa.

POLK COUNTY BOARD OF SUPERVISORS

Angela Connolly, Chairperson_____

Date:_____

NAME OF SUBSCRIBER: City of Ankeny

BY: _____
Steven D. Van Oort, Mayor

ATTEST:

BY: _____
Pamela DeMouth, City Clerk

DATE: April 2, 2012