

CENTRAL IOWA REGIONAL PUBLIC SAFETY COMMUNICATION SYSTEM

SUBSCRIBER AGREEMENT

(Without Law Enforcement Service, With Radios Provided)

THIS AGREEMENT is entered into by and between Polk County, Iowa, a governmental subdivision organized and existing under the laws of the State of Iowa and municipal corporation organized pursuant to Chapter 331 of the Code of Iowa ("Polk County"), whose address is 111 Court Avenue, Room 300, Des Moines, Iowa 50309, and the ("Subscriber"); collectively the "Party" or "Parties." 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 West 1st Street, Ankeny, Iowa 50023

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 of the Iowa Code. This Agreement replaces and supersedes any and all previous Subscriber Agreements between the parties.
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 commence upon action and acceptance by both Parties and continue until June 30, 2030. This Agreement will be automatically renewed in six-year increments, unless terminated or modified as provided for in following sections.
5. **Termination for Default:** If either Party fails to perform its obligations under this Agreement, the other Party may send a Notice of Default. The Notice shall provide for 30 days to cure the default (this time period may be extended by mutual consent). If the breach/default is not cured within the time allowed, this Agreement shall terminate after 13 months.
6. **Termination for Convenience:** If the Subscriber determines that it is in its best interest to terminate this Agreement, the Subscriber shall provide Polk County 13 months' notice of the termination in writing. In the event that the Subscriber elects to terminate this Agreement for convenience, the Subscriber shall pay Polk County the present value of the user access fees for the System from the termination date through June 30, 2030.

- 7. Amendments:** This Agreement may be amended only upon the written agreement of both Parties.
- 8. Indemnification:** The governmental Parties' liability is determined by Chapter 670 of the Iowa Code.
- 9. Services:** Polk County will provide the following:
- a. **Emergency Telephone:** Polk County will receive and process all emergency telephone calls received on the 911 telephone system.
 - b. **Administrative Telephone:** Polk County will receive administrative telephone calls for police, fire, and EMS agencies.
 - c. **Dispatch Services:** Polk County's Public Safety Answering Point (PSAP) shall provide services twenty-four (24) hour per day, three hundred sixty-five (365) days per year.
 - d. **Fire Paging:** Polk County will provide an automated voice paging feed. Polk County will also provide an automated digital message feed that the Subscriber is able to use with a vendor of its choice.
 - e. **Outdoor Warning Storm Siren Alerting:**
 - i. Polk County will provide a signal to activate outdoor warning storm sirens active within the Subscriber's jurisdiction.
 - ii. Polk County is not responsible for the maintenance, upkeep, and/or operation of the Subscriber's siren equipment.
 - f. **Computer Aided Dispatch:** Polk County shall provide dispatch services utilizing a modern Computer Aided Dispatch (CAD) System.
 - i. The Subscriber is responsible for updating street and address information with its own GIS department and coordination with the City of Des Moines Regional GIS.
 - ii. The Subscriber is responsible for commercial property commonplace name and emergency contact information updates to the Polk County Sheriff's Office Communications Center.
 - iii. The Subscriber is responsible for updating agency rosters and emergency responder contact information to the Polk County Sheriff's Office Communications Center.
 - g. **Incident Numbering:** Polk County will electronically record and provide "Event" and "Case/Run" numbers for all incidents within the Subscriber agencies' jurisdiction.
 - h. **Mobile:** Polk County shall provide a Mobile system solution for use in public safety vehicles.
 - i. Polk County shall provide the VPN portal to the Polk County network (i.e., "Netmotion") and administer the licensing.
 - ii. The Subscriber shall be responsible for notifying the Polk County Sheriff's Office Communications Center of any inactive devices with a license, regardless of the reason for the inactivity.
 - i. **Records Management System (RMS):** For those agencies using the RMS provided by Polk County, the Polk County Sheriff's Office Communications Center shall provide calls for service records from CAD to the Subscriber.

- j. Network Access:
 - i. Polk County will allow secure network access to Subscriber for CAD, RMS, Mobile, and related public safety systems use.
 - ii. The Subscriber will be responsible for providing the connection to the network.
 - iii. The Subscriber shall be responsible for its own statistical, mapping, and related analytics.
- k. Supplemental Support Services:
 - i. Polk County will provide supplemental technical support services for CAD, RMS, Mobile, and associated interfaces to Subscriber agencies.
 - ii. Polk County shall not be responsible for supplying Subscriber equipment.
 - iii. Polk County shall not be responsible for ensuring compatibility with the Polk County CAD, RMS, and Mobile systems, but will provide minimum specifications upon request.
- l. PSAP Operational Advisory Committee:
 - i. Polk County will host and facilitate meetings with an Operational Advisory Committee on a regular basis and no less than a quarterly basis.
 - ii. Subscriber representatives will develop procedures and rules governing the committee after the Subscriber agreements are executed.

10. Upgrade Project: Polk County will procure from RACOM and provide the following to the Subscriber:

- a. New portable radios for the Subscriber's Law Enforcement, Fire, and EMS agencies. One new portable radio will be provided to replace each that is turned in for credit (1 for 1 replacement). Additions or expansions of an agency's radio count will be authorized as a one-time expense of Polk County at the time of the upgrade project. Subsequent additions, expansions, and/or replacements after the upgrade project will be the responsibility of the Subscriber.
 - i. Public Safety Portable Radio Configuration
 - Harris XL-185 Portable Radio
 - Partial Keypad
 - Midnight Black or Yellow or HiViz Green (at no additional cost)
 - P25 Phase 2 Time Division Multiple Access (TDMA)
 - P25 Trunking
 - 256-AES, 64-DES Encryption
 - P25 OTAR (Over The Air Rekeying)
 - Two Hi Capacity Battery – 5000 mAh
 - One ½ Wave Flex Antenna
 - One Metal Spring Belt Clip
 - One Standard or one Fire Speaker Microphone with Emergency Button
 - One Earphone Kit with right angle (plugs into lapel mic jack)
 - Built-in WiFi for programming
 - Radio setup, programmed, bench calibrated, and tested

- b. Replacement of existing portable radio chargers and installation costs for those deployed in vehicles.
- c. An upgrade for the Subscriber's existing Law Enforcement, Fire, and EMS agencies' mobile and control station radios to P25 Phase 2 Time Division Multiple Access (TDMA), on or before January 1, 2021.
- d. A 5-year comprehensive warranty and maintenance program for all upgrade project-purchased portable radios, and a 5-year maintenance program for all project-upgraded mobile and control station radios is provided.
- e. Subscriber Options
 - i. Upgrades or additions to the configurations listed above will be an additional cost solely born by the Subscriber, including but not limited to, the following:
 - All costs for the use of the BeOn app
 - All costs for WiFi, FirstNet or any LTE provider access
 - ii. After the upgrade project purchase, but during the life of the Agreement, additional radio and accessory purchases by the Subscriber from RACOM shall be discounted, at a minimum, of 25% by RACOM.

11. Monthly System Service Fee: The Subscriber shall be responsible for the payment of a monthly access fee for each radio, payable directly to RACOM. The monthly access fee for radios shall be governed by the Amended Master Contract between Polk County and RACOM. Through June 30, 2021, the price for the monthly radio service for each radio shall be \$23.97 per month. After that time, the monthly subscription fee shall not increase more two percent (2%) annually. These rates permit predictability in budgeting for each agency.

12. Annual Service Fee:

- a. Beginning July 1, 2024, the Subscriber shall be responsible for an annual reimbursement to Polk County for a portion of Polk County General Fund Expenses for the Polk County Sheriff's Office PSAP.
- b. Reimbursements are based on a Per Capita Cost sharing formula and will use the United States Census Bureau 2020 Census data.
- c. In FY 24/25, the cost sharing percentage shall be twenty five percent (25%).
- d. The cost sharing percentage shall increase by no more than two percent (2%) annually for each subsequent fiscal year.
- e. In FY 24/25, the cost sharing shall be based upon actual Polk County Sheriff's Office Communications Center expenses from FY 22/23. Each subsequent year would follow as actuals become available for reporting. This provides predictability in budgeting for each agency.
- f. Subscriber costs shall be based on all Subscribers participating at the execution of this Agreement, including Polk County. Remaining Subscribers shall not be responsible for costs attributable to entities that terminate Polk County Sheriff's Office Communications Center services.
- g. The annual service fees will be reinvested in Polk County Sheriff's Office public safety communications.

13. Payment and Contract Administration:

- a. Polk County will provide financial administration of the upgrade project and will pay RACOM for upgrades and replacements.
- b. During the implementation of the upgrade project, the Subscriber will turn in one portable radio in exchange for one new replacement portable radio (1 for 1 replacement).
- c. Polk County will coordinate mobile and control station upgrades with RACOM and the Subscriber.
- d. RACOM will provide Polk County with an invoice for Subscriber upgrades and/or additions.
- e. Polk County will bill each Subscriber for its upgrades and/or additions. Subscriber shall submit payment to Polk County within 30 days of receipt of an invoice.

14. Ownership: After the radios are delivered, the Subscriber agency is the owner of the radios and shall be responsible for any and all maintenance, repairs, and upkeep costs not covered under the Polk County-provided warranty and/or maintenance contract. The Subscriber is responsible for the risk of loss and replacement.

15. Execution of Agreement: The Parties shall approve this Agreement by motion and resolution of the respective board or council, which shall authorize the execution of this Agreement. This Agreement shall 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 Iowa Code.

POLK COUNTY BOARD OF SUPERVISORS

Tom Hockensmith, Chairperson

Date:

9/17/19

NAME OF SUBSCRIBER:

AUTHORIZED OFFICIAL:

Date:

RESOLUTION

MOVED By Van Oort SECONDED By Brownell that the following Resolution be adopted.

WHEREAS, the Polk County Sheriff's Office currently provides communication dispatch services for approximately 30 public safety agencies, which includes law enforcement, fire departments, and other emergency services responders; and

WHEREAS, Polk County explored options to address various shortcomings of the communication system, and in 2012 identified goals to address specific issues; and

WHEREAS, Polk County selected a proposal submitted by RACOM Corporation (RACOM); and

WHEREAS, Polk County and RACOM entered into a Master Contract on 3/13/2012 for the purpose of establishing a public/private network for public safety radio service in central Iowa; and

WHEREAS, Polk County approved Amendment 1 to the Master Contract on 12/17/2013; and

WHEREAS, a continuation of Polk County's commitment to maintain and enhance the Central Iowa Regional Public Safety Communication System involves the purchase of radios and equipment to be used by Polk County and participating Subscriber public safety agencies in order to remain current with the P25 system at a cost of approximately \$2.2 million in FY 19/20 and \$2.3 million in FY 20/21; and

WHEREAS, RACOM will, at its sole expense, add an additional P25 tower site on Polk County property located at 12668 NE 29th Street, Elkhart, modify antenna infrastructure at multiple other sites to improve coverage, and contractually guarantee enhanced in-building portable coverage; and

WHEREAS, Polk County will extend the current Master Contract with RACOM from its current end date of 6/30/2024 to 6/30/2030; and

WHEREAS, Polk County and participating Subscribers will have a new agreement that has been shared with the Subscriber agencies for their review and input.

NOW, THEREFORE BE IT RESOLVED that Polk County, Iowa approves and authorizes the Chair of the Board of Supervisors to sign the attached Amendment 2 to the Master Contract and the Subscriber Agreements.

Approved this 17th day of SEPTEMBER, 2019.

POLK COUNTY, IOWA

Tom Hackensmith
Chairperson
Polk County Board of Supervisors

SUBMITTED BY: F. Marasco
Frank Marasco
Polk County Sheriff's Office

APPROVED AS TO FORM:
Mark Taylor
Assistant County Attorney

ROLL CALL
FOR ALLOWANCE

SEP 17 2019

ALLOWED BY VOTE
OF BOARD

Steve Van Oort	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay
Robert Brownell	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay
Angela Connolly	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay
Matt McCoy	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay
Tom Hackensmith	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay
	Yea <u>5</u>	Nay <u>0</u>
Above tabulation made by <u>BD</u>		

Tom Hackensmith
CHAIRPERSON

17

POLK COUNTY BOARD OF SUPERVISORS

Tuesday Agenda Memorandum

Item Type & Title: Resolution approving Amendment 2 to the Master Contract between Polk County and RACOM Corporation (RACOM) and Subscriber Agreements between Polk County and Subscriber entities.

Agenda Date: 9/17/2019

Contact Individual: Frank Marasco, 515-286-3943, frank.marasco@polkcountyiowa.gov

Action Requested (Recommended): The Resolution approves Amendment 2 to the Master Contract between the Polk County and RACOM and Subscriber Agreements between Polk County and Subscriber entities, and authorizes the Chairperson to sign said documents.

Background: The Polk County Sheriff's Office, which provides communication dispatch services for approximately 30 public safety agencies, including law enforcement, fire and ems departments, and other emergency services responders, in 2011 identified options to address the following specific issues and shortcomings in its communications system:

1. Narrowbanding deadline of 1/1/2013 affected public safety VHF and UHF frequency bands
 - a. Outdoor Storm Warning Sirens and Fire Paging Network (Broadcast);
 - b. Fire Department Radio Communications (Two-way Communication);
2. Insufficient channel capacity and atmospheric interference issues in VHF and UHF radio systems;
3. Insufficient radio coverage in the existing VHF and 800 MHz radio systems;
4. End of life for the EDACS 800 MHz system and equipment in use at the time;
5. Lack of P25 standards based interoperability.

An Amendment to the Master Contract was approved by the Board of Supervisors in 2013, which authorized the payment schedule for funding the second phase of the project.

Action Impact: Polk County will continue its commitment to maintain and enhance the public/private network for public safety radio service in central Iowa with RACOM. The Polk County Sheriff's Office will continue to act as the administrator of the Central Iowa Regional Public Safety Communication System.

Fiscal Note: The budget represents one-time appropriations to purchase radios and equipment to be used by Polk County and participating Subscriber public safety agencies in order to remain current with the P25 system at a cost of approximately \$2.2 million in FY 19/20 and \$2.3 million in FY 20/21.

Fiscal Year	Budgeted? (Y/N)	Anticipated Expense	Anticipated Revenue	Ongoing Commitment? (Y/N)	If Amendment is Required,	
					Expense Account Code	Revenue Account Code
19/20	N	\$2.2 M	0	N	10041041.77490	
20/21	N	\$2.3 M	0	N	10041041.77490	

Additional Fiscal Note Information (optional): n/a

AMENDMENT 2
TO CONTRACT FOR CENTRAL IOWA REGIONAL PUBLIC SAFETY COMMUNICATION SYSTEM
BETWEEN
POLK COUNTY, IOWA
AND
RACOM CORPORATION

This Amendment is made and entered into this 17th day of September, 2019 by and between Polk County, Iowa and RACOM Corporation (RACOM). Polk County and RACOM hereby agree to amend the Contract for Central Iowa Regional Public Safety Communication System dated March 13, 2012 ("Contract") as follows:

1. **Item 4 – Duration.** This contract is effective from the date of signing and is extended from the original expiration date of June 30, 2024 through June 30, 2030. It may be renewed at the option of Polk County in six-year increments after that time.
2. **Item 6 – Provision of Services.**
 - A. Polk County authorizes RACOM, at RACOM's sole expense, to add a P25 tower site on Polk County property, 12668 NE 29th Street, Elkhart.
 - B. RACOM will own the tower site.
 - C. RACOM will pay for utilities of the site.
 - D. Polk County will not charge RACOM any rental or lease fees for the use of the property, as long as the site is providing service to Polk County.
 - E. Polk County retains the authority to approve any installation or modification of the site, including authorization to permit other public or private entities use of the site.
 - F. Polk County will be the FCC license holder. Costs for frequency coordination and licensing will be passed on to Polk County. RACOM staff time for facilitation of licensing will not be billed.
 - G. RACOM, at RACOM's sole expense, will modify antenna infrastructure at multiple other sites to improve coverage, to contractually guarantee enhanced in-building portable coverage at the following levels:
 1. 95%, 8 dB, DAQ 3.4 County-wide
 2. 95%, 15 dB, DAQ 3.4 in the following communities:
 - a) Altoona
 - b) Ankeny
 - c) Des Moines
 - d) Grimes
 - e) Johnston
 - f) Mitchellville
 - g) Pleasant Hill
 - h) Polk City
 - i) Windsor Heights
 3. This coverage guarantee supersedes any previous service level agreement.

H. Polk County will procure from RACOM and provide to the Subscriber's agencies new portable radios. For each portable radio received from the Subscriber's agencies, credit will be given towards the purchase of a new portable radio.

1. Public Safety and Public Services Portable Radio Configuration

- Harris XL-185 Portable Radio
- Partial Keypad
- Midnight Black or Yellow or HiViz Green (at no additional cost)
- P25 Phase 2 Time Division Multiple Access (TDMA)
- P25 Trunking
- 256-AES, 64-DES Encryption
- P25 OTAR (Over The Air Rekeying)
- Two Hi Capacity Battery – 5000 mAh
- One ½ Wave Flex Antenna
- One Metal Spring Belt Clip
- One Standard or one Fire Speaker Microphone with Emergency Button
- One Earphone Kit with right angle (plugs into lapel mic jack)
- Built-in WiFi for programming
- Radio setup, programmed, bench calibrated and tested

2. Jail Operations Portable Radio Configuration

- Harris Portable Radio
- Partial Keypad
- Midnight Black or Yellow or HiViz Green (at no additional cost)
- P25 Phase 2 Time Division Multiple Access (TDMA)
- P25 Trunking
- Two Hi Capacity Battery – 5000 mAh
- One ½ Wave Flex Antenna
- Metal Spring Belt Clip
- One Standard Speaker Microphone with Emergency Button
- One Earphone Kit with right angle (plugs into lapel mic jack)
- Built-in WiFi for programming
- Radio setup, programmed, bench calibrated and tested

3. Chargers: Polk County will purchase a variety of chargers. These will include single desktop, gang desktop and in-vehicle single and gang chargers.

4. After the initial purchase, but during the life of the contract, additional radio and accessory purchases by Polk County or a Subscriber shall be discounted 25%.

5. An upgrade for the Subscriber's existing mobile radios and control stations to P25 Phase 2 Time Division Multiple Access (TDMA).

6. Subscriber Options – Upgrades or additions to the configurations listed above will be an additional cost solely born by the Subscriber including, but not limited to, the following:

- All costs for the use of the BeOn app
- All costs for WiFi, FirstNet or any LTE provider access

3. **Item 7 – Contract Amount.** For the purchase of radios and accessory enhancements, PCSO Communications tower shelter replacement with generator, tower study estimate, and removal of no longer used/needed antenna and lines, the total contracted amount is estimated not to exceed \$4,500,000.

A. Phase 1: Fiscal Year 2019/2020, \$2,200,000 will be appropriated by Polk County for Phase 1.
1. All non-Polk County agencies with signed subscriber agreements (e.g., municipal and township fire and police departments).

Phase 2: Fiscal Year 2020/2021, \$2,300,000 will be appropriated by Polk County for Phase 2.
2. All Polk County Agencies (e.g., Sheriff, Attorney, Conservation, etc.).

B. Payments for Phase 1 will be: 30% at order; 30% at the time of delivery to Contractor's Ankeny service site, with verification of receipt by the Polk County Project Manager; 30% at the completion of installation (programming and user training); and 10% at the time of the final acceptance of the new radios, radio upgrades, and system enhancements by Polk County and the Subscribers. RACOM will invoice Polk County for each periodic payment.

C. Payments for Phase 2 will be: 30% at order; 30% at the time of delivery to Contractor's Ankeny service site, with verification of receipt by the Polk County Project Manager; 30% at the completion of installation (programming and user training); and 10% at the time of the final acceptance of the new radios, radio upgrades, tower completion, and system enhancements by Polk County and the Subscribers. RACOM will invoice Polk County for each periodic payment.

4. **Item 8 – Access Fees.** Each Subscriber shall be responsible for the payment of a monthly access fee for each radio payable directly to RACOM. The monthly access fee for radios shall be governed by the amended master contract between Polk County and RACOM. Through June 30, 2021 the price for the monthly radio service for each radio shall be \$23.97 per month. After that time, the monthly subscription fee will not increase more than two percent (2%) annually. These rates permit predictability in budgeting for each agency.

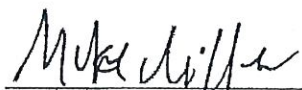
5. **Item 10 – Equipment Warranty and Maintenance Period.** A 5-year comprehensive warranty and maintenance program for all project-purchased portable radios, and a 5-year maintenance program for all project-upgraded mobile and control station radios is provided.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed as of the date first stated above.

RACOM Corporation

Polk County Board of Supervisors



Mike Miller, President



Tom Hockensmith, Chair

9/11/19

Date

9/17/19

Date