

CENTRAL IOWA REGIONAL PUBLIC SAFETY COMMUNICATION SYSTEM AGREEMENT

BETWEEN

POLK COUNTY, IOWA

AND

RACOM CORPORATION

MASTER CONTRACT

THIS CONTRACT is entered in to this 13TH day of March, 2012 for the purpose of establishing a public/private network for public safety radio service in Central Iowa. To that end, the parties agree as follows:

1. **Parties.** This is a contract between Polk County, Iowa, 111 Court Avenue, Des Moines, IA 50309, a municipal corporation organized pursuant to chapter 331 of the Iowa Code ("Polk County"), and RACOM Corporation, a "C" corporation organized in Delaware, whose address is 201 West State Street, Marshalltown, Iowa 50138 ("Contractor"). All Official Notifications regarding this contract shall be sent to the Attention of the Chairperson of the Polk County Board of Supervisors, the Polk County Sheriff, and the Chief Executive Officer of RACOM, at the addresses listed herein.
2. **Purpose.** The purpose of this contract is to establish a public/private network for radio service in Polk County, Iowa and environs. Polk County currently dispatches for approximately 30 legal entities based locally. Because of changes in Federal law regarding narrow banding, the deterioration of equipment, and the desirability of enhanced communication capacity in an emergency, a new method of radio communication with agencies and between agencies is desirable. This agreement establishes the framework for upgrading both the radio service capacity and the radio equipment for agencies dispatched by the Polk County Sheriff's Office.
3. **Definitions.**
 - a. "CATP" means the Coverage Acceptance Testing Plan to determine whether the Contractor has achieved 97% portable coverage as defined in the Statement of Work.
 - b. "Contractor" means RACOM.
 - c. "Contract Administrator" means the individual designated by Polk County to direct and manage contractual obligations.
 - d. "DDD" means the Detailed Design Document which is an implementation plan specific to each subscribing Agency. This includes but is not limited to system transmission locations, equipment to be supplied by the Contractor by location, communication schematic between transmission sites, master site and communications center, training plan, project schedule and other technical information.
 - e. "Encryption" means standard encryption as defined within the P25 standards and not proprietary encryption.
 - f. "GOS" means Grade of Service or the quality of voice transmission over the system.
 - g. "Radio User" means the officers and employees who are end users of radios.

- h. **“P.01 GOS”** means that a maximum of one call out of every 100 calls may experience a busy signal or queuing for greater than or equal to 1 second.
 - i. **“Phase I”** is the approved beginning upgrade of radio equipment and service and includes the purchase of radios as delineated in Attachment “A” and RACOM’s installation of an additional number of towers for the purpose of providing 97% portable coverage of radio service as defined in the CATP. The equipment required to activate emergency sirens and fire paging system are included in this Phase.
 - j. **“Phase II”** of the project will permit the purchase of approximately 700 additional P25 capable radios and migration to a P25 communication system throughout Polk County and environs. Phase II will include the purchase of additional radios, replacing dispatch consoles and an adequate number of P-25 compliant towers to provide 97% portable coverage for radios carried by public safety officers.
 - k. **“Pilot Project”** The installation of a P25 transmitter in addition to an EDACS system transmitter by RACOM for both Police and Fire radio coverage.
 - l. **“Project Manager”** The person assigned by each respective agency to achieve the project objectives. The Polk County PM will be responsible for coordinating and facilitating meetings and communications with participants. The Polk County PM will be the County’s point of contact for contract, scope of work and schedule concerns.
 - m. **“SLA”** means the Service Level Agreement which is the negotiated maintenance agreement for, the system, which provides standards for response and service. These services are applicable for the existing EDACS system, the proposed P25 system infrastructure, the VHF Paging System, and or any future system infrastructure that is provided under this agreement.
 - n. **“Subscribers”** means the jurisdictions Polk County dispatches for or jurisdictions who determine at a later time to join the Polk County PSAP network.
4. **Duration.** This contract is effective from the date of signing through June 30, 2024. It may be renewed at the option of Polk County in six year increments after that time.
5. **Incorporation of Documents.** Exhibits incorporated by reference within this document as if fully set forth.
- a. Amendments to the Master Contract
 - b. The Master Contract
 - c. The Polk County Statement of Work for the radio system
 - d. The Polk County Statement of Work for narrow banding and paging Polk County’s RFQ dated July 12, 2011. [Technical specifications]
 - e. RACOM’s proposal of September, 2011.
 - f. The Service Level Agreement agreed to by the parties.
 - g. Subscriber radio inventory.
6. **Provision of Services.** Contractor will complete Phase I as outlined in the Statement of Work and will begin Phase II activities when authorized by Polk County. The Statement of Work will take precedence in technical matters over other documents in the event of an inconsistency. The Contractor will work with each Subscriber agency to fully implement public safety radio services.
7. **Contract Amount.** For the purchase of radios and accessory enhancements, the contracted amount is estimated to be Two Million, One Hundred Twenty-five Thousand dollars (\$2,125,000). Payments for the radios will be 30% at signing of this Master Contract, 30% at the time of delivery to Contractor’s Ankeny service site with verification of receipt by Polk County Project Manager, 30% at the completion of installation (programming and user training), and 10% at the time of acceptance of the radios by Polk County and the Subscribers. RACOM will invoice Polk County for each periodic payment for each Subscriber agency separately.

The costs for radios for Phase II shall be discounted from the list price at the existing State contract rate at the time of purchase or 25% whichever results in a lower cost to Polk County. The Payments for the equipment purchased in Phase 2 shall be paid in accordance with the payment terms for Phase I.

8. **Access fees.** 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. The same monthly access fee is guaranteed for an additional two years if Phase two is authorized by the Polk County Board of Supervisors on or before September 30, 2015. After that time, 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%).
9. **Method of payment.** Polk County will pay within 30 days receipt of the invoices described in Paragraph 7. Polk County will pay the monthly service fee for radios assigned to the Polk County Sheriff's Office or other operating units of Polk County, if any. Each of the Subscribers dispatched by Polk County as a Public Safety Answering Point (PSAP) will pay the monthly fee and any maintenance charges for the radios granted to it and Polk County will not have any responsibility for other Subscriber monthly access fees or equipment maintenance.
10. **Equipment Warranty Period:** The initial factory warranty of two years shall begin at the time of system cutover currently anticipated to be October 1, 2012.
11. **Additional Subscribers.** The Subscribers who are guaranteed pricing under this Contract are the following:
 - a. **City of Altoona**
 - b. **City of Ankeny**
 - c. **City of Bondurant**
 - d. **City of Elkhart**
 - e. **City of Granger**
 - f. **City of Grimes**
 - g. **City of Johnston**
 - h. **City of Mitchellville**
 - i. **City of Pleasant Hill**
 - j. **City of Polk City**
 - k. **City of Windsor Heights**
 - l. **Camp Township (Runnells)**
 - m. **Delaware Township**
 - n. **Saylor Township**
 - o. **The State of Iowa- Camp Dodge Public Safety**

If new agencies become Subscribers of the Central Iowa Regional Public Safety Communication System any initial fees will be negotiated between Polk County, RACOM and the new Subscriber.

12. **Key Personnel.** RACOM and PCSO will each designate a project manager who will be the coordinator of implementation of the project for each party. For Polk County, the Project Manager is Curtis Pion. For RACOM the Project Manager is Steve Holmes.
13. **Deliverables by RACOM.**
 - a. RACOM is solely responsible for the design and implementation of a system which meets 97% portable coverage as defined in the CATP throughout Polk County and the surrounding area. Polk County will use its best efforts to facilitate tower access.

- b. RACOM will work with Polk County to develop a mutually agreed upon DDD for the project. RACOM will provide Polk County with a plan for DDD on or before 45 days from date of contract execution.
 - c. RACOM will deliver to Polk County a mutually agreed upon CATP on or before 30 days after the delivered and accepted DDD but no later than June 20, 2012. RACOM will not make anything public regarding the Polk County communications plan which would aid persons in criminal behavior.
 - d. RACOM will reasonably assist Polk County in obtaining any necessary FCC licenses. Any fees associated with this process, including but not limited to: frequency coordination, licensing or administrative fees will be paid for by Polk County. Application must be filed May 1, 2012.
 - e. Project schedule to be provided approximately within 30 days of signing.
 - f. Statement from Harris that the radios are supported.
 - g. Inventory and identification of equipment, tower sites, network switches, radios, consoles, to specifically include ownership designation
14. **Liquidated Damages.** If the Contractor fails to complete the work, deliver the equipment, or perform the services within the time specified in this contract, or any extension, the Contractor must, in place of actual damages, pay to the County (\$500.00) for liquidated damages as agreed for each calendar day of delay, as the estimated costs to the County of the Contractor's failure to timely complete the work.
- a. These damages will be capped at 100% of the monthly access fees paid to RACOM during the period of noncompliance, not to exceed 5% of the contract price. These damages will go in to effect if cutover has not occurred on or before December 31, 2012.
 - b. If RACOM fails to meet its obligations under this Agreement, Polk County will transmit a written Notice of Default. RACOM will have 60 days to cure the default before liquidated damages begin.
 - c. The Contractor will not be charged with liquidated damages when the delay in completion, delivery or performance arises out of causes beyond the control and without the fault of or negligence of the Contractor.
 - d. If cutover does not occur before December 31, 2012 or if at the time of completion of the CATP there is not 97% portable coverage RACOM is at risk for both liquidated damages and a loss of a portion of monthly system access fees.
 - e. This liquidated damage provision is not intended to be a penalty.
15. **Insurance.** RACOM will provide insurance for general liability and such other insurance as recommended by Polk County.
16. **Hold Harmless.** RACOM will hold Polk County and subscribers harmless from any claims for its actions and for any claims from subcontractors or the public.
17. **Assignment.** Neither party may assign this contract without the permission of the other party in writing. Such permission will not be unreasonably withheld.
18. **Modifications and Amendments.** Any modifications or amendments to this agreement must be in writing and approved by the governing body of both parties. A contract amendment will need to be completed before the initiation of Phase II. Excluding the 700 radios estimated to be acquired in Phase II, in the event that there is an increase of 25% or 200 subscriber units (whichever is greater) in Polk County, the contract will be amended to reflect a reduced access fee and any other matters as mutually agreed on by the parties.
19. **Claims and Disputes.** For disputes, the Project Managers will meet to attempt to resolve. If unable, the CEO of RACOM and the County Administrator will meet to attempt to resolve. Failing that, formal mediation may be undertaken. If the mediation effort is unsuccessful, any litigation must be brought in the Iowa District Court for Polk County.
20. **Termination for Default.** Events constituting a default include but are not limited to:
- a. Failure to meet project schedule; or

- b. Failure by RACOM to meet the 97% portable coverage standard at Delivered Audio Quality 3.4, at P.01 GOS as measured in the CATP on or before December 31, 2012; or
 - c. Failure to maintain 97% portable outdoor coverage at Delivered Audio Quality 3.4 for more than 60 days at a time for the duration of this contract; or
 - d. Failure by RACOM to maintain the P.01 GOS requirement for a period of more than 60 days at a time for the duration of this contract; or
 - e. Failure to meet and maintain the standards established in the SLA for maintenance; or
 - f. Failure by Polk County to pay for radios; or
 - g. Failure by Polk County to pay for monthly access fees for its designated radios; or
 - h. Bankruptcy or insolvency by RACOM.
21. **Termination for Non-Appropriation of Funds.** In the event that funds necessary to meet the obligations of Polk County are not appropriated by the Polk County Board of Supervisors, this contract may be terminated by Polk County without penalty
22. **Subcontractors.** RACOM will provide Polk County with a list of subcontractors, owners and employees to review for criminal backgrounds two weeks prior to the effective date of work on the project. RACOM will hold Polk County harmless from any payments or claims of subcontractors.
23. **Examination of Records.** Both parties will comply with the Iowa Open Records Law, chapter 22 of the Iowa Code.
24. **Public Records.** This contract including the Statement of Work is a public document which is not effective until it is signed by RACOM and approved by the Polk County Board of Supervisors. If any information is a "trade secret" within the meaning of Iowa Code §22.7(4) or information the release of which presents a security threat to Polk County citizens, the information may be sealed.
25. **Governing law.** Iowa law controls this contract.

RACOM

Polk County Board of Supervisors



Mike Miller, President

Date 3/13/12



Angela Connolly, Chair

Date 3/13/12