

**COUNCIL ACTION FORM**

**SUBJECT: RADIO PROJECT PHASE 2 FUNDING AGREEMENT WITH STORY COUNTY, IOWA STATE UNIVERSITY AND THE STORY COUNTY 911 BOARD.**

The radios used by the City's public safety and public service personnel are in need of replacement, as technology has advanced significantly since the City acquired the current radios in the early 1990s. The City of Ames, Story County, Iowa State University and the Story County 911 Board have been discussing the purchase of new radios, with a goal of ensuring that the new radios are interoperable among the various agencies.

As an initial step in this process, in September of 2017 after a competitive bidding process the Story County 911 Board entered into a contract with a consulting firm, Mission Critical Partners (MCP) of Port Matilda, PA, for a radio system needs analysis study for all public agencies in Story County.

MCP delivered a final report on that study in December of 2017, and the report was accepted by the 911 Board. The report called for the replacement of the current radio system with a new system by joining one of the existing or developing regional radio systems in Iowa. The report also encouraged that the next phase of the process proceed as quickly as possible to take advantage of the competitive environment that currently exists.

MCP put forth a proposal dated January 16, 2018, for Radio Communications Procurement Support. The proposal states that MCP will provide the following services toward the acquisition of the new radio system:

1. Conduct a project kick-off and directional meeting.
2. Assist in developing project funding strategies and governance models.
3. Finalize a detailed needs analysis and develop a functional system design.
4. Support the development of a countywide radio talk group system (fleetmap).
5. Prepare and submit the FCC documentation to acquire the appropriate radio frequencies.
6. Prepare comprehensive specifications documents for each potential vendor and solicit vendor proposals.
7. Review, evaluate and make recommendations based on the submitted proposals.
8. Assist in the negotiation process between the vendors and the parties to this agreement and coordinate a final contract agreement.

The MCP proposal calls for an all-inclusive fixed fee of \$134,924 for these services. The City of Ames, Story County, Iowa State University and the Story County 911 Board propose to enter into a Memorandum of Agreement to bring together the resources of these agencies to fund the professional services provided by Mission Critical Partners. The four parties will each pay one fourth of MCP's fee, bringing the City's share to \$33,731. That amount is included in the 2017/18 Adjusted Budget that will be considered by Council on February 13.

Following the phase of the project described in MCP's proposal, there will still be a need to complete the purchase and construct the system; develop and implement operational policies

and protocols; purchase, program and implement new subscriber units (radios); test the components of the constructed system; train new users, and plan and implement a final transition to the new system. Those components are not covered by the current MCP proposal or by the proposed Agreement. Nothing in the current agreement commits the City to procure or participate in the procurement of the land mobile radio system. The parties anticipate entering into a separate agreement should they decide to procure the land mobile radio system.

Payment to MCP will be made through the 911 Board. Any cost savings realized during the term of the agreement will be shared equally by the parties; and any additional costs must be agreed to by all parties in advance of any obligation to pay those costs.

**ALTERNATIVES:**

1. Approve and authorize execution of the proposed Memorandum of Agreement with Story County, Iowa State University and the Story County 911 Board to fund the professional services agreement with Mission Critical Partners.
2. Do not approve the proposed Memorandum of Agreement.

**CITY MANAGER'S RECOMMENDED ACTION:**

The current radio system used by emergency responders and the other public service agencies of the City needs to be replaced. The proposed agreement presents a cost effective way to partner with other governmental entities to acquire the professional service needed to design and negotiate for a new radio system.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the Memorandum of Agreement with Story County, Iowa State University and the Story County 911 Board.

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN IOWA STATE UNIVERSITY, THE CITY OF AMES, IOWA, STORY COUNTY,  
IOWA AND THE STORY COUNTY 911 SERVICE BOARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Iowa State University of Science and Technology, hereinafter referred to as ISU; the Story County, Iowa, hereinafter referred to as COUNTY; the City of Ames, hereinafter referred to as AMES; and the Story County 911 Service Board, herein after referred to as 911 BOARD, all of Story County, State of Iowa, for the combined use and benefit of all the parties.

**PURPOSE**

The purpose of this Agreement is to bring together the resources of the parties to fund the professional services provided by Mission Critical Partners in the process of designing and procuring a land mobile radio system for the use of public safety and public service agencies throughout Story County.

**BACKGROUND**

The parties to this Agreement have recognized that the land mobile radio system that currently provides service to the public safety and public service agencies throughout Story County no longer meets the requirements of the users and needs to be replaced. The parties also recognize that by working together each of the parties will acquire cost effective access to a new radio system.

In September of 2017, after a competitive bidding process, the 911 BOARD entered into a contract with Mission Critical Partners, hereinafter referred to as MCP, of Port Matilda, PA, for a radio system needs analysis study for all public agencies in Story County. MCP delivered a final report on that study in December of 2017. The report was accepted by the 911 BOARD. The report called for the replacement of the current radio system with a new system by joining one of the existing or developing regional radio systems in Iowa. The report also encouraged that the next phase of the process proceed as quickly as possible to take advantage to the competitive environment that currently exists.

**PROJECT DETAILS**

MCP has put forth a proposal dated January 16, 2018, for Radio Communications Procurement Support. The proposal states that MCP will provide the following services toward the acquisition of new radio system:

1. Conduct a project kick-off and directional meeting.
2. Assist in developing project funding strategies and governance models.
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8. Assist in the negotiation process between the vendors and the parties to this agreement and coordinate a final contract agreement.

The MCP proposal calls for an all-inclusive fixed fee of \$134,924 for these services.

The parties recognize that following the phase of the project describe in MCP's proposal, there will still be a need to complete the purchase and construct the system; develop and implement operational policies and protocols; purchase, program and implement new subscriber units (radios); test the components of the constructed system; train new users, and plan and implement a final transition to the new system. Those components are not covered by the current MCP proposal or by this Agreement. Nothing in this

Agreement shall commit a party to procure or participate in the procurement of the land mobile radio system. The parties anticipate entering into a separate agreement should they decide to procure the land mobile radio system.

### **FINANCING**

The parties agree that the fee proposed by MCP should be shared equally between the parties, each agreeing to pay 25% of the total fee. Based on the proposal, the fees would be:

ISU	\$33,731.00
AMES	\$33,731.00
COUNTY	\$33,731.00
911 BOARD	\$33,731.00

Payment shall be made through the 911 BOARD as outlined in the ADMINISTRATION paragraph of this Agreement. Any cost savings realized during the term of this Agreement shall be shared equally by the parties. Any additional costs must be agreed to by all parties in advance of any obligation to pay those costs.

### **ADMINISTRATION**

There shall be an Operational Committee, hereinafter referred to as OC, for this joint effort. The OC shall be comprised of one representative from each of the parties who has decision making authority. Additional representatives may be appointed to the OC as needs arise but regardless of the number of representatives each party to this Agreement shall have only one vote on matters affecting this Agreement. The OC may receive input and advice from various sources to assist in making decisions.

There shall also be a Working Committee, hereinafter referred to as WC, for this joint effort. The WC shall be comprised of those individuals who work most closely with the radio system and can work with MCP on a day-to-day basis to accomplish the goals of this Agreement and complete the project proposed by MCP. The WC shall be comprised of representatives from each of the parties in such numbers as is necessary to accomplish the work with MCP. Regardless of the number of representatives each party shall only have one vote. It is the intent of the parties to keep the WC as simple as possible while meeting the needs of the project. The WC will report to the OC on a regular basis.

The parties agree that the 911 BOARD shall be the entity which enters into the legal agreement with MCP for the professional services described in the January 16, 2018, proposal. The 911 BOARD staff will administer the contract for the parties including serving as the point of contact, and receiving and paying invoices from MCP for services performed. It is the understanding of the parties that MCP will bill periodically (monthly) for a percentage of work completed relevant to total project. The WC shall review and approve each invoice from MCP prior to payment. The 911 BOARD will then invoice the remaining three parties for their 25% share of any invoice received as they come due.

### **PROPERTY**

It is the intent of the parties that the only property that will be acquired under this Agreement is the collection of studies, reports, presentations, manuals, and other work product of MCP. Those items and documents shall be jointly owned by the parties and accessible to each.

The project described may result in the acquisition of radio frequency licenses from the FCC for operation of the new radio system. It is the parties' understanding that those licenses must be held by and for the benefit of the designated public safety agencies that serve the geographic area covered by the license. Should the need arise to designate the named owner of radio frequency, the OC will determine who shall be named. The parties agree that it would in their best interest to have several agencies hold licenses rather than a single party.

**NO SEPARATE ENTITY**

This Agreement does not create a legal entity separate from the parties.

**DURATION AND TERMINATION**

This Agreement shall remain in effect until the completion of the work described in MCP's January 16, 2018, proposal and final payment is made. The OC shall determine the final date as the project is completed and this Agreement will terminate at that time.

**SIGNATURES OF THE PARTIES**

The undersigned parties have caused this instrument to be executed by their duly authorized representatives. There will be four (4) original documents, one for each of the parties.

**IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY**

By: \_\_\_\_\_  
Authorized Representative

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

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

**CITY OF AMES, IOWA**

By: \_\_\_\_\_  
Authorized Representative

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

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

**STORY COUNTY, IOWA**

By: \_\_\_\_\_  
Authorized Representative

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

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

**STORY COUNTY 911 SERVICE BOARD**

By: \_\_\_\_\_  
Authorized Representative

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

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