

RESOLUTION 24-08

Moved by Van Oort Seconded by Hockensmith
that the following Resolution be adopted.

RECEIVED
2024 FEB -7 AM 11:41
JASPER COUNTY
SHERIFF

WHEREAS, Polk County, Iowa acting by and through the Polk County Sheriff's Office (PCSO) and Jasper County, Iowa, acting by and through the Jasper County Sheriff's Office (JCSO) are customers of RACOM Inc., and are a part of the RACOM Shared Area Radio Agreement (SARA) Network; and

WHEREAS, the PCSO and the JCSO both possess authorizations and/or licenses for radio tower sites located near or in the cities of Mitchellville, Iowa and Runnells, Iowa; and

WHEREAS, sharing the use of radio site equipment at the respective tower sites for public safety communication purposes authorized and/or licensed to the PCSO and the JCSO, respectively, will expand the radio network coverage available and enhance public safety communications for the PCSO and the JCSO and the public safety agencies for which PSAP and communication center services are provided.

NOW, THEREFORE BE IT RESOLVED Polk County, Iowa approves the terms of the attached Radio Network Sharing Agreement with Jasper County, Iowa and authorizes the Polk County Sheriff to sign said Agreement on behalf of Polk County, Iowa.

Approved this 30th day of JANUARY, 2024.

POLK COUNTY, IOWA
Angela Connolly
Angela Connolly, Chair
Polk County Board of Supervisors

RECOMMENDED FOR APPROVAL:

F. Marasco
Frank Marasco, Chief Financial Officer, PCSO
11:45 am, Jan 10, 2024

APPROVED AS TO FORM:

Kimberly Graham
Polk County Attorney

By: Ralph E. Marasco, Jr.
Ralph E. Marasco, Jr.
Assistant County Attorney

ROLL CALL
FOR ALLOWANCE

Matt McCoy ~~Yea~~ Nay
Robert Brownell ~~Yea~~ Nay
Tom Hockensmith ~~Yea~~ Nay
Steve Van Oort ~~Yea~~ Nay
Angela Connolly ~~Yea~~ Nay

JAN 30 2024

ALLOWED BY NOTE
OF BOARD
Angela Connolly
CHAIRPERSON
Above tabulation made by AS

FISCAL NOTE: No fiscal expense.

#24

POLK COUNTY BOARD OF SUPERVISORS

Tuesday Agenda Memorandum

Item Type & Title: Resolution approving Radio Network Sharing Agreement with Jasper County.

Agenda Date: 1/30/2024

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

Previous Action taken by the Board: N/A

Board/Commission Actions: N/A

Comply with Policy: Yes

Background: The Polk County Sheriff's Office (PCSO) and the Jasper County Sheriff's Office (JCSO) are customers of RACOM Inc., and are a part of the RACOM Shared Area Radio Agreement (SARA) Network. The PCSO and the JCSO both possess authorizations and/or licenses for radio tower sites located near or in the cities of Mitchellville and Runnells.

Action Impact: The sharing of radio site equipment at the respective tower sites for public safety communication purposes authorized and/or licensed to the PCSO and the JCSO, respectively, will expand the radio network coverage available and enhance public safety communications for the PCSO and the JCSO and the public safety agencies for which PSAP and communication center services are provided.

Either Party may terminate the Agreement by sending written notice of the intent to terminate at least one hundred eighty (180) days prior to the intended date of termination. Any and all costs will be borne by the individual Parties who incur the expense and cost associated with the Agreement and is not shared.

Fiscal Note:

Fiscal Year	Budgeted? (Y/N)	Anticipated Expense	Anticipated Revenue	Ongoing Commitment? (Y/N)	If Amendment is Required,	
					Expense Account Code	Revenue Account Code
23/24	N	\$0	\$0	Y		

Additional Fiscal Note Information (optional):

**RADIO NETWORK SHARING AGREEMENT
BETWEEN POLK COUNTY SHERIFF AND JASPER COUNTY SHERIFF**

THIS AGREEMENT for Radio Network Sharing ("Agreement") is made and entered into by and between the Polk County, Iowa, acting by and through the Polk County Sheriff's Office ("Polk County Sheriff"), and the Jasper County, Iowa, acting by and through the Jasper County Sheriff's Office ("Jasper County Sheriff"). The Polk County Sheriff and the Jasper County Sheriff may hereinafter be referred to individually as "Party" or collectively as the "Parties."

WHEREAS, the Polk County Sheriff's Office and the Jasper County Sheriff's Office are customers of RACOM Inc., and are a part of the RACOM Shared Area Radio Agreement (SARA) Network; and

WHEREAS, the Polk County Sheriff's Office and the Jasper County Sheriff's Office both will hold authorizations and/or licenses for radio tower sites located near or in the cities of Mitchellville and Runnells; and

WHEREAS, the Parties will share the use of their radio site equipment at their respective tower site for public safety communication purposes; and

WHEREAS, the purpose of this Agreement is to provide for the sharing of radio tower sites that are authorized and/or licensed to each Party; and

WHEREAS, this Agreement will expand the radio network coverage available to each Party and enhance public safety communications for the Parties and the public safety agencies for which the Parties provide PSAP and communication center services.

NOW, THEREFORE, in consideration of the purposes set forth above and the mutual obligations set forth herein, the Polk County Sheriff and Jasper County Sheriff do hereby agree as follows:

Term:

This Agreement shall commence upon the signature of the parties. This Agreement shall remain in place indefinitely or until terminated by any Party pursuant to the terms of this Agreement.

Obligations:

1. Polk County shall:
 - a. Have an active system maintenance agreement with RACOM Corporation for the shared Polk County tower site in Mitchellville.
 - b. Share the use of their radio site equipment for public safety communication purposes at the Mitchellville tower site.
2. Jasper County shall:
 - a. Have an active system maintenance agreement with RACOM Corporation for the shared Jasper County tower site near Runnells.
 - b. Share the use of their radio site equipment for public safety communication purposes at the tower site near Runnells.

Termination:

Either Party may terminate this Agreement by sending written notice of the intent to terminate at least one hundred eighty (180) days prior to the intended date of termination.

Consideration:


Any and all costs will be borne by the individual Parties whom incur the expense and cost associated with this Agreement, and not shared.

Miscellaneous – General Provisions:

1. **Entire Agreement**
This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and shall supersede (stands in place of) all prior or contemporaneous agreement(s), whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
2. **Headings**
The section headings and subheadings contained in this Agreement are included for reference and convenience only and shall not enter into the interpretation of the Agreement, limit or otherwise affect the terms of this Agreement.
3. **Amendments**
The terms and provisions of this Agreement may only be amended by the express written mutual consent of the Parties.
4. **Counterparts / Execution**
This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e., "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
5. **Non-Assignment**
Neither Party shall not assign its obligations or duties under the terms of this Agreement without the prior express written consent of the other Party.
6. **No Employment/Agency/Entity**
No separate legal or administrative entity is created by this Agreement.

7. **Severability**
In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.
8. **Waiver**
Any waiver of any term or condition, of this Agreement, by any Party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
9. **Force Majeure**
In the event of Acts of God, war, natural calamities, strikes, lockouts, or other labor stoppages or disturbances, civil disruptions, riots, epidemics, pandemics, acts of government or any competent authority having jurisdiction, or other legitimate cause beyond the reasonable control of a Party, and which such Party could not have prevented through the exercise of reasonable due diligence, but expressly excluding a Party's lack of sufficient funds to perform.
10. **Notice**
 - a. Polk County, Iowa
ATTENTION: Polk County Sheriff
5995 NE 14th Street
Des Moines, Iowa 50313
 - b. Jasper County, Iowa
ATTENTION: Jasper County Sheriff
2300 Law Center Drive
Newton, Iowa 50208
11. **Choice of / Governing Law**
This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
12. **Choice of / Governing Venue**
Any and all litigation commenced in connection with this Agreement shall only be brought and maintained solely in The Iowa District Court For Polk County or in the United States District Court For The Southern District of Iowa. This provision shall not be construed as waiving any immunities available to Polk County.

POLK COUNTY, IOWA



Sheriff Kevin J. Schneider
Polk County Sheriff

DATE: 1-30-24

JASPER COUNTY, IOWA



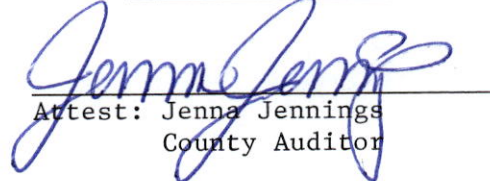
Sheriff John Halferty
Jasper County Sheriff

DATE: 6 Feb 2024



Brandon Talsma
Board Chairperson

Date: 6 Feb 2024



Attest: Jenna Jennings
County Auditor

Date: 2-10-2024