

145



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2003-0243	Resolution	In Committee
Resolution to approve entering into an Intergovernmental Agreement for Trunked Radio System Access.		
Introduced: 9/2/2003		Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

Approve & Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>9/8/03</u>	<u>B</u>	<u>A</u>	Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock				
			Reinke	✓			
			Sengstock				
			Trudell				
			Vitale				
			Weigel				
			TOTAL	<u>5</u>			

SIGNATURE OF COMMITTEE MEMBER (RECORDER)

Chair Vice-Chair Member

COMMON COUNCIL ACTION

adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>9-16-03</u>	✓		Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
		✓	Reinke	✓			
			Sengstock	✓			
			Trudell	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	<u>10</u>	<u>1</u>		

Finance Mike P
Purch
Police
FIA

COMMITTEES OF THE WEST ALLIS COMMON COUNCIL 2003

~~Police~~
~~Police~~

ADMINISTRATION AND FINANCE

Chair: Alderperson Czaplewski
V.C.: Alderperson Kopplin
Alderspersons: Barczak
Lajsic
Reinke

ADVISORY

Chair: Alderperson Reinke
V.C.: Alderperson Vitale
Alderspersons: Kopplin
Lajsic
Narlock

LICENSE AND HEALTH

Chair: Alderperson Barczak
V.C.: Alderperson Sengstock
Alderspersons: Kopplin
Trudell
Vitale

SAFETY AND DEVELOPMENT

Chair: Alderperson Lajsic
V.C.: Alderperson Weigel
Alderspersons: Czaplewski
Narlock
Reinke

PUBLIC WORKS

Chair: Alderperson Narlock
V.C.: Alderperson Trudell
Alderspersons: Sengstock
Weigel
Vitale



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2003-0243

Final Action:

9-16-03

Resolution to approve entering into an Intergovernmental Agreement for Trunked Radio System Access.

WHEREAS, The City of West Allis has jointly administered a trunked two-way radio system with the City of Greenfield for the past eight years; and,

WHEREAS, The Greenfield/West Allis system is now out-dated and does require a significant capital investment to provide continued reliable service; and,

WHEREAS, Milwaukee County has compatible trunked radio infrastructure presently in place that can provide state-of-the-art service to our existing portable and mobile two-way radios; and,

WHEREAS, Milwaukee County is offering to provide access to their existing system with no charge beyond the initial cost of hardware required to allow remote controller access for a period of ten years; and,

WHEREAS, the cost for conversion to the Milwaukee County system compared to upgrading the Greenfield/West Allis System is estimated at a savings of \$500,000.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of West Allis are hereby authorized and directed to enter into an Intergovernmental Agreement between Milwaukee County and the City of West Allis permitting access to Milwaukee County's 800mhz trunked radio system for the period January 1, 2004 through December 31, 2013.

PCSD802

ADOPTED

September 16, 2003

Paul M. Ziehler, CAO, Clerk/Treasurer

APPROVED

September 22, 2003

Jeannette Bell, Mayor



Information Management Services Division

Bud Borja, Chief Information Officer

Department of Administrative Services

Linda Seemeyer, Director

RECEIVED

JAN 29 2004

CITY OF WEST ALLIS
PURCHASING DEPT

January 26, 2004

Mr. Leon Johnson

Enclosed for your files is a fully executed copy of the Intergovernmental Agreement between Milwaukee County and the City of West Allis permitting access to Milwaukee County's 800 MHz Trunked Radio System.

Ted David
Communications Coordinator

**INTERGOVERNMENTAL AGREEMENT
MILWAUKEE COUNTY AND THE CITY OF WEST ALLIS
PERMITTING ACCESS TO MILWAUKEE COUNTY'S 800 MHz TRUNKED RADIO SYSTEM**

THIS AGREEMENT is entered into pursuant to Section 66.0301, Wisconsin Statutes, between Milwaukee County, a municipal body corporate (hereinafter referred to as "COUNTY"), and the The City of West Allis, a municipal body within the County of Milwaukee, State of Wisconsin (hereinafter referred to as "CITY"), permitting the use of Milwaukee County's 800 MHz trunked radio system as defined herein. Reference: File No. 99-46.

1. STATUS

1.1 In recognition of CITY's intended long term participation with COUNTY's trunked radio system, and in consideration of public safety and coordination of services between COUNTY and CITY to the mutual benefit of both parties, CITY is entitled to:

1.1a Use COUNTY's trunked radio system, free of charge, for a minimum period of ten (10) years from the date of execution of this agreement with rights of renewal for successive ten (10) year periods thereafter.

1.1b Prompt access, upon execution of the agreement, for the quantity of radios described in Exhibit A, "Initial and Growth Loading," onto COUNTY's trunked radio system. Exhibit A may be modified at any time upon mutual consent of the parties.

2. ACCESS

2.1 The parties agree that reliable, efficient operation of the trunked radio system is a mutual objective. If high system usage should ever create a condition where law enforcement radios receive a system busy signal, law enforcement radios will preempt, without prejudice, any other radio system users for the next available system access. To maintain a reliable system, County will manage and control access to the system at its sole discretion.

2.2 Access to COUNTY's trunked radio system shall be limited to radio units assigned to designated staff, departments, and agents of CITY.

2.3 Nothing in this agreement shall limit COUNTY from permitting other agencies to utilize COUNTY's trunked radio system at COUNTY's discretion.

2.4 CITY's radios identified in Exhibit A shall be capable of participating in talk groups which shall be reserved by COUNTY for CITY's use. Talk group configurations shall be reviewed in conjunction with an annual inventory. COUNTY shall cooperate with CITY to set up the number of talk groups necessary to meet CITY's requirements.

3. EQUIPMENT

3.1 COUNTY shall own and maintain certain fixed trunked system infrastructure, e.g., trunking

controller, trunking base stations, trunking antenna systems, and certain other common system elements.

3.2 It is agreed at the time of execution of this agreement that COUNTY trunked radio system consists of seven transmit/receive sites and two receive-only sites operating in a simulcast transmission mode.

3.3 Mobiles, portables, radio control stations, and certain other peripheral equipment used by CITY to access COUNTY's trunked radio system shall be owned by CITY. COUNTY shall permit CITY to optionally purchase equipment and materials (to include repair parts) needed to satisfy CITY's communications requirements through COUNTY's vendor agreements as approved by the vendor. All equipment or software so owned by CITY shall meet COUNTY's specifications and shall become part of CITY's inventory. CITY reserves the right to establish its radio equipment requirements and acquire appropriate equipment which addresses those requirements, provided that equipment acquisition does not compromise operation of COUNTY's trunked radio system.

4. CITY'S RESPONSIBILITY

4.1 The parties agree that CITY will utilize COUNTY's trunked radio system for purposes which are consistent with this Agreement and in accordance with public safety purposes as defined by the FCC.

4.2 CITY agrees to designate an official as a contact person for policy issues and a staff member as a contact person for technical matters.

4.3 CITY shall be responsible for acquiring, installing, maintaining, and operating its equipment according to the terms of this agreement and consistent with applicable FCC rules.

4.4 CITY agrees to train its users on proper and appropriate use of the trunked radio system using training content consistent with that provided by COUNTY to its users. CITY may request from COUNTY's vendors (at no cost to COUNTY) recommendations and source material for inclusion in the user training administered by CITY staff.

4.5 The parties agree that if in-building portable radio coverage is required to serve CITY's needs beyond those defined in paragraph 3.2 above, the

design, procurement, installation, and maintenance of additional equipment or software to achieve those coverage levels shall be the sole responsibility of CITY and shall not compromise the operation of COUNTY's trunked radio system.

4.6 CITY agrees to pay COUNTY for any equipment, installation or other services which COUNTY may acquire on behalf of CITY, when the equipment acquisition occurs as a result of an authorized request by designated CITY officials.

4.7 CITY shall not permit any party other than those set forth in Exhibit A to access COUNTY's trunked radio system without prior written agreement.

4.8 Records of CITY's radios eligible for participation on COUNTY's trunked radio system shall be maintained by CITY staff in accordance with CITY's formal equipment inventory procedure with a copy furnished to County. The parties agree to collaborate to ensure the accuracy of the inventory. Annually, on the day CITY's inventory is due, CITY shall notify COUNTY of the number of radios in use. Each mobile, portable, and control station recorded in the inventory shall be counted as one access unit and shall count towards the total number of permitted units described in Exhibit A.

5. COUNTY'S RESPONSIBILITY

5.1 COUNTY agrees to establish and maintain a trunked radio system. COUNTY will establish a Users Group which shall be a forum for discussion of common operational and technical issues and concerns about the quality and capacity of the system. COUNTY will convene the Users Group as often as needed to provide input on such matters as: long range system planning and improvements, system utilization, problem solving and dispute resolution, system membership, system maintenance and expansion, specifications for joint purchasing, network quality and performance, or trunked radio system policies.

5.2 COUNTY is solely responsible for budget requests and appropriations, fees, system contracts and for standards of service relating to the performance of the trunked radio system.

5.3 COUNTY shall be responsible for the daily operation of the trunked radio system to include the maintenance contracts and staffing to support system administration and operations. Matters relating to financing, planning, daily administration, ongoing maintenance, and expansion of the trunked radio system shall be COUNTY's responsibilities. Prior to permitting additional trunked radio system use, COUNTY will perform system tests to prevent any adverse effects to the system's availability and quality.

5.4 COUNTY shall be responsible for FCC licensing for the trunked radio system. COUNTY will

solely own the channel frequency licenses for county-wide public safety purposes.

5.5 COUNTY shall provide support to CITY for no more than 25 hours annually. This support shall be to establish and maintain talk groups described in Exhibit A.

5.6 COUNTY shall be responsible for maintaining operational quality and continuity of the trunked radio system. COUNTY shall take reasonable and customary measures to ensure that quality diminishment and service interruptions are minimized. When system outages can be forecast or scheduled, COUNTY agrees to notify CITY 48 hours in advance. COUNTY agrees to permit CITY radios accessing the trunked radio system to utilize "fail-soft" capabilities of the network to maintain critical communications continuity with reduced talk-group capacity in the event of a trunked radio system outage.

5.7 COUNTY agrees that if more favorable terms are developed for use of COUNTY's trunked radio system, these terms will prospectively be made available to CITY at the next agreement renewal.

6. LIMITATIONS

6.1 Nothing in this agreement shall prevent CITY from applying for or securing licenses on other FCC licensed radio channels to supplement trunked radio system communications as may be determined to be essential to CITY's operations provided that operation of these supplementary systems does not compromise proper operation of COUNTY's trunked radio system.

6.2 If it is determined that trunked radio system upgrades are essential to further CITY's objectives, CITY may elect to invest funds to facilitate these system upgrades.

7. TERM AND TERMINATION

7.1 This Agreement shall be for a period of ten (10) years from the date of execution.

7.2 By mutual consent, the parties shall automatically extend the Agreement for successive ten (10) year periods subject to the same terms and conditions as contained in the original body of the Agreement or as may be negotiated at the time of renewal.

7.3 Either party's right to terminate this Agreement shall be only for-cause if either party fails to fulfill its obligations under the terms of the Agreement. Either shall give written notice of intent to terminate the Agreement for-cause at least 180 days prior to the effective date of termination during which the alleged breach may be cured.

8. ALTERNATE BACKUP SITE

In the event of a natural or man-made disaster or catastrophe, the Sheriff agrees to permit CITY to use police radio dispatch equipment located in the Sheriff's

Communications Center, as an alternative communications dispatch facility, to the extent feasible, until such time as the disaster or other catastrophe shall cease, abate, or the need for such alternative site shall no longer exist.

9. LIABILITY

CITY and COUNTY hereby indemnify and shall defend and hold the other harmless to include each party's respective employees, agents, or authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of the injury or death of either party's employees, agents, or authorized representatives whether arising before or after completion of the agreement hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of either party or of its agents or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of this agreement. Each party's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the

party indemnified to the fullest extent permitted by law but in no event shall they apply to the liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

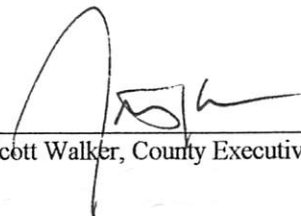
10. DISPUTES

Both parties shall attempt to resolve disputes informally as they arise. In the event that informal dispute resolution is unsuccessful, either party may bring the dispute before a third party mediator for consideration and final resolution. Nothing in this dispute resolution process shall preclude either party from pursuing remedies available under the law.


11. NOTICES

Notices to COUNTY provided for in this Agreement shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to: Milwaukee County, Department of Administrative Services, Information Management Services Division, 235 West Galena, Suite 600, Milwaukee, Wisconsin, 53212, Attn: IMSD Manager. Notices to CITY shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to: City of West Allis, 7525 W. Greenfield, West Allis, Wisconsin, 53214, Attn: Purchasing/Central Service Division.

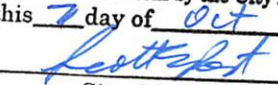
FOR MILWAUKEE COUNTY:

 1-22-2004
Scott Walker, County Executive Date

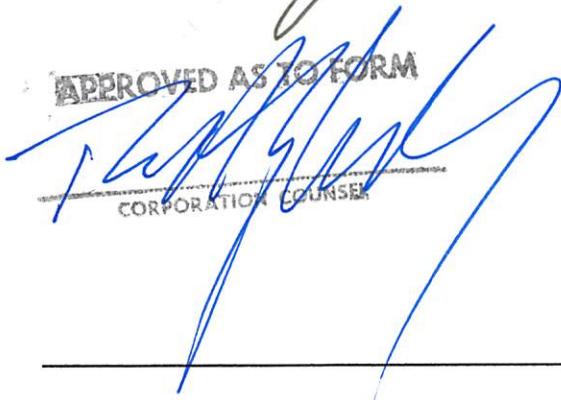
FOR THE CITY OF WEST ALLIS:

 10-7-03
Jeannette Bell, Mayor Date

 1-22-04
Mark Ryan, County Clerk Date

Approved as to form by the City Attorney's Office
this 7 day of Oct, 2005.

City Attorney

APPROVED AS TO FORM


CORPORATION COUNSEL

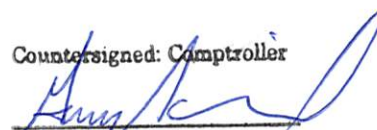
Countersigned: Comptroller

Gary Schmid CPA, CGFM
Manager of Finance/Comptroller

EXHIBIT A

**INITIAL AND GROWTH LOADING
Milwaukee County 800 MHz Trunked Radio System
City of West Allis Participation**

Agency	Item Description	Initial Loading	Growth Loading
City of West Allis Operations	Radio, portable: Motorola Model MTS2000, 800-879 MHz, 3W	160	200
City of West Allis Operations	Radio, mobile: Motorola Model III MCS2000, 800 MHz	190	230
City of West Allis Operations	Radio, control bases: Motorola Model II, 800 MHz, 35W	20	30