

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

Date: April 28, 2012

To: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors

From: Chris Lindberg, Chief Information Officer, IMSD

Subject: Request for Authorization to execute a Memorandum of Understanding with Waukesha County Department of Emergency Preparedness/Radio Services to jointly retain the services of a communications consulting firm

REQUEST

The Department of Administrative Services – Information Management Services Division (IMSD) requests authorization to execute a Memorandum of Understanding (MOU) and partner with Waukesha County Department of Emergency Preparedness/Radio Services (Waukesha County) to jointly retain the services of a communications consulting firm. The communications consulting firm will be contracted to explore, in detail, a unified 700/800 MHz public safety trunked radio system and to prepare a Concept, Design and Budget document for Phase One of the public safety radio capital project WO614 Build-Out Ten Sites to Digital.

BACKGROUND

Milwaukee County operates an analog 800MHz trunked radio system that provides support to the Milwaukee County Sheriff's Department, Milwaukee County Transit System, Department of Public Works, Zoo, Parks and first responder agencies (police/fire/EMS) of seventeen municipalities throughout the region. The system began as a single site, 8-channel, analog trunked system. Between 1993 and 2000 the system ultimately grew to its current state, a nine site, 14 channel system with over 4,200 subscriber radios.

As technology evolves, older analog systems are being phased out and replaced by newer digital technology. Due to the fact that many system components of the current trunked radio system are no longer manufactured nor supported, Milwaukee County is at a critical point where the radio system must be replaced. As part of the approved 2010 Capital Budget, the County Board of Supervisors and the County Executive approved capital project WO614, Build-Out Ten Sites to Digital, for Phase One of a digital migration project.

Since early 2011, IMSD has been actively exploring a partnership with Waukesha County, which is on track to replace its own analog trunked system within the next two to three years. Both Waukesha and Milwaukee have concluded that a regional approach to 800MHz trunked radio would enhance the safety of their respective communities by providing borderless radio system coverage. Initial studies indicate that a resulting unified system would not only promote interoperability and intergovernmental

cooperation, but also expand wide-area coverage, improve reliability, and likely do so at lower end-user operating and programming costs than if the two systems remain isolated.

IMSD is requesting authorization to execute a MOU with Waukesha County. As outlined in the MOU, both IMSD and Waukesha County agree to partner on a study for the development of a regional radio system and to share the cost of contracting with a selected vendor. It is further agreed through the MOU that Waukesha County will take the lead on posting the RFP but both Counties will share the responsibility for developing the document and evaluating vendor responses. Waukesha County will work with IMSD and Milwaukee County Corporation Counsel to contract with the successful proponent. Milwaukee County will reimburse Waukesha County for all Milwaukee County costs outlined in the vendor proposal.


A copy of the MOU is attached for review.

RECOMMENDATION


The Chief Information Officer of the Department of Administrative Services – Information Management Services Division requests authorization to execute a Memorandum of Understanding and partner with Waukesha County Department of Emergency Preparedness/Radio Services to jointly retain the services of a communications consulting firm to prepare a Concept, Design and Budget document for a combined 700/800 MHz public safety trunked radio system.

A resolution and fiscal note are attached for your review and referral to the appropriate committee of the County Board of Supervisors.

Prepared by:


Laurie Panella, IMSD
Deputy Chief Information Officer

Approved by:


Chris Lindberg, IMSD
Chief Information Officer

cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Tia Torhorst, Director of Legislative Affairs, County Executive's Office
Supervisor Willie Johnson Jr, Chair, Finance and Audit Committee
David Cullen, Vice Chair, Finance and Audit Committee
Patrick Farley, Director, DAS
Craig Kammholz, Fiscal and Budget Manager, DAS
Pamela Bryant, Capital Finance Manager DAS
Steve Cady, Fiscal and Budget Analyst, County Board
Carol Mueller, Committee Clerk, Finance and Audit Committee

Dan Laurila, Budget Analyst, DAS
Rich Foscatto, IT Director of Applications
Marlinda Sisk, Fiscal and Budget Manager, IMSD
Hugh Morris, Business Systems Project Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN WAUKESHA COUNTY AND MILWAUKEE COUNTY
REGARDING A REGIONAL 800MHZ TRUNKED RADIO VENTURE**

WHEREAS, the County of Waukesha (“Waukesha”) currently operates a county wide analog 800MHz trunked radio system used by public safety and other municipal functions within the county, and

WHEREAS, the County of Milwaukee (“Milwaukee”) currently operates a county wide analog 800MHz trunked radio system used by public safety and other municipal functions within the county, and

WHEREAS, both Waukesha and Milwaukee are in need of replacing their analog radio systems with the newer digital technology, and

WHEREAS, both Waukesha and Milwaukee understand the need for improved interoperable radio communications while being mindful of the cost to taxpayers, and

WHEREAS, both Waukesha and Milwaukee have concluded that a regional approach to 800MHz trunked radio would enhance the safety of their respective communities by providing borderless radio system coverage,

THEREFORE, in consideration of the mutual promises made herein, Waukesha and Milwaukee agree as follows:

1. Waukesha and Milwaukee agree to sponsor a study for the development of a regional 800MHz trunked radio system that is scalable and capable of interfacing with the State’s WISCOM system.
2. Milwaukee and Waukesha agree Waukesha will take the lead by posting the RFP and accepting vendor responses.
3. Waukesha and Milwaukee agree to share the responsibility for developing the RFP and evaluating vendor responses
4. Waukesha and Milwaukee agree to share the costs of contracting with the selected vendor.
5. The terms of this Agreement shall commence upon the date on which both Counties sign this agreement and shall terminate only upon written notice by either party. This Agreement may be terminated for any reason provided said notice provides for termination on the first day of a month more than sixty (60) days from receipt of the notice.
6. Each party shall indemnify, save and hold harmless the other party, its officers, employees, agents and representatives from any liability (including statutory liability and liability under worker’s compensation or other occupational disease law), claim action, loss, cost damage, injury (including death), or expense, including attorney’s fees, due to the negligence or other fault of its officers, employees, agents and representatives, arising out of or resulting from the implementation of

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this Agreement by the representative parties. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

7. Waukesha shall not be covered under Milwaukee's worker's compensation and Milwaukee shall not be covered under Waukesha's worker's compensation. All responsibility to pay wages, provide employees benefits, including worker's compensation, and other similar employer responsibilities shall remain with the respective parties for their own employees.
8. Nothing in this Agreement shall be construed so as to give either Waukesha or Milwaukee, its employees or agents any relationship to each other, other than independent contractors.
9. Notices required or deemed advisable under this Agreement shall be made in writing and delivered personally or by registered or certified mail

a. Upon Waukesha at:

Waukesha County Department of
Emergency Preparedness
Attn: Director
1621 Woodburn Rd.
Waukesha, WI 53188

b. And upon Milwaukee at:

Milwaukee County
Information Management Services Division
Attn: CIO
2711 West Wells
Milwaukee, WI 53208

10. There shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing and signed by the authorized representatives of both parties.
11. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies

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afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

12. There shall be no modification to this Agreement, except in writing, signed by authorized representatives of both parties.
13. The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between Waukesha and Milwaukee relating to the subject matter.
14. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
15. In the event that any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

Both parties hereto having read and understood the entirety of this Agreement affix their duly authorized signatures.

**MILWAUKEE COUNTY INFORMATION
MANAGEMENT SERVICES DIVISION**

**WAUKESHA COUNTY DEPARTMENT OF
EMERGENCY PREPAREDNESS**

Date: _____

Date: _____

By: _____
Chris Lindberg
Chief Information Officer

By: _____
Richard H. Tuma
Director of Emergency Preparedness