

# **Member of ICRB Communications System Subscriber Agreement**

Between the Itasca County Radio Board (ICRB) and the Grand Rapids Fire Department

Regarding: Lease, Maintenance and Repair of Subscriber Portable and Mobile Radios.

THIS AGREEMENT made and entered into by and between the COUNTY OF ITASCA, a body politic and corporate, under the laws of the STATE OF MINNESOTA, hereinafter referred to as the "COUNTY," Itasca County Courthouse, 123 NE 4<sup>TH</sup> St. Grand Rapids, Minnesota 55744, and the City of Grand Rapids, a Minnesota municipal corporation, 420 North Pokegama Avenue, Grand Rapids, MN 55744, acting by and through its duly authorized officers, hereinafter referred to as the "USER".

**WITNESSETH:**

WHEREAS, the COUNTY operates a Local Subsystem as part of the Countywide Public Safety Radio Communications System, hereinafter referred to as "System"; and

WHEREAS, the COUNTY has provided for the capability of Cities, Agencies, Districts and Other Authorized Users within the County to have access to the System; and

WHEREAS, the COUNTY bears primary responsibility for the health, security and integrity of the System and other communications systems; and

WHEREAS, the USER has elected to participate as a subscriber with end user radios operating on the System and agrees that mobiles and portables are also necessary for communication interoperability.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY and the USER agree as follows:

**1. PURPOSE AND INTRODUCTION**

The purpose of this Agreement is to define the rights and obligations of the COUNTY and the USER with respect to the cooperative and coordinated purchase, lease, maintenance, technical and administrative support and use of portable and mobile radios by the USER on the County's System.

The System is a multi-site general purpose wireless communications system designed to provide, among other things, adequate area coverage reliability for portable radio operation above ground level throughout most of the County. Other USER benefits and services include, access to a countywide public safety radio communications system, multiple system redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions.

## **2. DUTIES AND RESPONSIBILITIES OF USER**

### **2.1 Conformance to Statewide Radio Board (SRB), Itasca County Radio Board (herein after ICRB) and COUNTY Standards**

USER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the SRB, ICRB and COUNTY related to use of the System including but not limited to radio user training requirements, radio operating guidelines, audit, monitoring and compliance, and use of portable and mobile radios supplied through this agreement.

### **2.2 Conformance to Federal Laws and Regulations**

USER agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules and Regulations.

### **2.3 Response to Improper Use**

In the event COUNTY informs USER that statistical analysis of System usage or other information indicates that USER personnel may have inappropriately used the System, or may have violated standards, policies, procedures, rules, regulations or laws regarding proper operation of the System, or may have violated the provisions of this Agreement, USER agrees to immediately report the violation to the ICRB and take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

### **2.4 Radio and Equipment Lease Fees**

USER agrees to pay to the ICRB all lease fees assessed to USER by the ICRB throughout the lease term in accordance with a lease policy established by the ICRB for end user portables and mobiles furnished to USER by the ICRB under this Agreement. The specific lease fee schedule established by the ICRB and the list of equipment leased by USER shall be detailed in Appendix A attached hereto, and such Appendix A shall be made a part of this Agreement. The funds collected from lease fees will be placed in a designated account with the Itasca County Auditor to build up a reserve to pay for replacement mobile and portable radios at the end of the identified life of the radios or as determined necessary by the ICRB.

### **2.5 Invoicing and Payment Terms**

COUNTY will invoice USER annually for all fees specified herein. Payment of all fees herein shall be made directly to the COUNTY within thirty-five (35) days from receipt of the invoice.

### **2.6 ICRB Memorandum of Understanding**

USER agrees to comply with all applicable provisions contained in the Memorandum of Understanding (MOU), as amended. The Memorandum of Understanding for the ICRB, including any amendments thereto, are hereby incorporated herein as being part of this Agreement by this reference and attached as Appendix B.

### **2.7 Provisional Use of USER Purchased and Owned Radios and Radio Software**

Only radios approved by the ICRB or obtained through this lease agreement shall be able to access the County Radio System. All radios must be approved by the ICRB or obtained through this lease agreement in order to be certified for use on the System by the ICRB.

**2.8 Limitation of Radio Programming, Radio Code Plug Programming Files and System Key File**

All radios on the System shall be programmed only by the ICRB and the ICRB shall retain an archived electronic copy of all radio code plug programming files and encryption keys files installed in all radios covered by this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the ICRB before the radios will be activated on the System. All radio code plug programming files, system key files and encryption key files are the sole property of the ICRB and contain information that is classified as security information and non-public government data. Unless specifically authorized by the ICRB in writing, USER may not directly or indirectly, or permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio code plug programming file, system key file or encryption key file for any radio on the System. In the event USER learns that any party has improperly or fraudulently obtained radio code plug programming file information, system key file or encryption key file, USER will immediately notify ICRB of the security breach.

**2.9 Notification to COUNTY of Lost or Stolen Radios**

USER agrees to immediately notify the ICRB and COUNTY of any missing, lost or stolen radios, so the radio can be deactivated on the system.

**2.10 Radios Not Economical to Repair, Lost, Stolen or Destroyed**

A USER radio which is leased under this agreement which has malfunctioned, broken or failed, damaged, lost, stolen, destroyed or physically un-repairable, and which the ICRB determines cannot be economically repaired, by mutual agreement may either be: (1) replaced by the ICRB with a used radio of comparable age, value and condition if available; or (2) considered an obsolete radio, deactivated and terminated from the lease and maintenance program with no additional fees payable by USER, except damage or loss due to negligence. In the event the replacement option is chosen, the used replacement radio may, at the ICRB's option, be reconditioned or rebuilt from salvaged parts and the ICRB shall retain or assume ownership of the original failed radio and such radio may be salvaged for spare parts, rebuilt or otherwise disposed of by the ICRB. Further, if the failed radio is an ICRB owned radio leased to USER, and the deactivate and terminate lease option is chosen, the ICRB shall also retain ownership and disposition rights of the failed radio.

**3. DUTIES AND RESPONSIBILITIES OF COUNTY**

**3.1 Furnishing of End User Radios and Talk Groups**

The ICRB will periodically solicit orders for new, additional and replacement radios from USER. This will normally occur on an annual basis; however, USER may request radios at any time. Subject to recommendation of the ICRB, as well as budget availability and approval by the ICRB, on the USER's behalf, the ICRB will purchase mobile/ portable radios, receive, inventory, inspect, test, program and install radios as requested by USER. See Exhibit 1– Request and Authorization for Repairs, Replacements and/or Additional Radios Form. See Exhibit 2 – Request and Authorization to use Talk Groups not owned by The Requesting Agency Form.

### **3.2 Financing of End User Radios**

Subject to budget availability and approval by the ICRB, Itasca County will finance the purchase of radios for USER's public safety operations (police, fire, EMS or emergency management) as requested by USER. The equipment lease period shall be determined as shown in Section 10 of the Memorandum of Understanding.

### **3.3 Radio Maintenance and Repair Services**

The ICRB will provide maintenance and repair services for USER leased radios provided at a fixed annual fee determined by the ICRB and may be based on the model and age of the radio. Maintenance and Repair services shall include access to the shared pool of repair loaner radios, based on availability priority shall be determined by the ICRB. The fixed annual fee maintenance and repair includes all parts, labor and other costs to provide maintenance and repair for internally malfunctioning radios and normal wear and tear. Normal wear and tear is that anticipated degradation which normally occurs to the equipment in the regular course of work for the job position, assuming the user takes reasonable care and precaution. If there is a disagreement between USER and the ICRB, Normal Wear and Tear shall be determined by the ICRB. Maintenance and Repair services exclude consumables such as batteries and antennas, and also exclude radio accessories. Repairs beyond internal malfunctions and normal wear and tear including damage caused by negligence or accidental damage such as fire, water immersion, crushing, dropping from a moving vehicle, etc., and consumables will be assessed on a time and materials basis in addition to the fixed annual maintenance fee.

### **3.4 Repair Loaner and Special Event Radios**

The ICRB will maintain a fleet of radios which will be made available to USER, generally on a first come first serve basis, for temporary assignment for special events, response to emergencies, or other similar events. If there are more requests for loaner radios than can be accommodated, the ICRB will prioritize allocations and may require that USER return repair loaner and special event radios early. As described in 3.1, USER must fill out Radio USER's request form.

### **3.5 Allocation of System Resources**

The ICRB will allocate to USER, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. in order to provide USER with an equivalent grade of service afforded to other comparable System users.

### **3.6 Monitoring of USER Talk Groups**

The ICRB will periodically monitor talk groups allocated to USER for USER's internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc. The ICRB monitoring of USER's talk groups may occur at any time, for any duration, may be without notice and is subject to recording.

### **3.7 Radio Operator Training**

The ICRB will provide USER with access to end user radio training instructional materials. For the deployment of immediate and near-term radios, the ICRB will assist USER in training USER's personnel by providing an ICRB radio trainer (or trainers) to work in conjunction with a

USER provided trainer (or trainers) to deliver training to USER's radio operators. Once the near-term deployment is completed, USER will have primary responsibility for training new employees and for providing refresher training.

### **3.8 Database Administration**

The ICRB will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, etc. for USER's subscriber radios used on the System.

### **3.9 Radio Station Licenses**

COUNTY shall hold and administer all FCC licenses on behalf of all users of the System. USER shall operate as authorized mobile, portable and control station units under the COUNTY's FCC radio station licenses.

## **4. TERM AND CANCELLATION**

### **4.1 Term of Agreement**

This Agreement shall be for an initial term beginning on the date executed by the COUNTY and continuing through December 31, 2032. After the initial term and any subsequent extensions thereto, this Agreement will automatically be extended for an additional one (1) year term, unless either party gives written notice of intent not to extend to the other party, at least one hundred twenty (120) days prior to the expiration of the then current term. The intent of the initial term of the agreement is to line up with the purchase of new/updated radios, based upon the USER's radio needs.

### **4.2 Cancellation of Agreement**

This Agreement may be canceled with or without cause by either party upon one hundred eighty (180) days' written notice.

### **4.3 Actions Upon Termination**

Upon expiration or cancellation of this Agreement as provided for herein, USER shall either (1) assign all leased equipment in writing to another authorized user who has a subscriber agreement in effect with the County and is approved by the ICRB; or (2) pay the ICRB the remaining amount of the non-depreciated lease balance which has not been recovered under lease payments as identified in Appendix A for the life of the radio; and USER shall cease all use of the System including using the system with radios owned by USER.

## **5. MERGER AND MODIFICATION**

### **5.1 Entire Agreement**

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

## **5.2 Amendments to Agreement**

Any alterations, variations, modifications, or waivers of provisions of this Agreement, except for revisions to Appendix A as provided for below, shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

## **5.3 Appendix A Revisions**

Appendix A shall be updated by the ICRB, and provided to USER annually, and at other times as deemed necessary by the ICRB, to reflect any changes to the list of available equipment, lease rates, maintenance fees, and the list of equipment currently under lease to USER.

## **6. DEFAULT**

**6.1** If either party hereto shall fail to fulfill its obligations under this Agreement properly and timely, or if either party hereto shall violate any of the covenants, agreements, or stipulations of this Agreement, thereupon the other party shall have the right to terminate this Agreement if the default has not been cured within thirty (30) days from the date on which the defaulting party received written notice specifying the default. This Agreement may then be terminated by the non-defaulting party giving at least ten (10) days written notice to defaulting party of such termination and specifying the effective date thereof.

**6.2** In the event the ICRB cancels this Agreement due to USER's default, USER shall return all leased equipment and other materials provided to USER by the ICRB, pay the ICRB the remainder of the balance of the original cost of the leased equipment which has not been recovered under lease payments and USER shall cease all use of the ICRB's System. In the event the USER cancels this Agreement due to the ICRB's default, USER shall return all leased equipment and other materials provided to USER by the ICRB and USER shall cease all use of the ICRB's System.

**6.3** The above remedies shall be in addition to any other right or remedy available under this contract, law, statute, rule, and/or equity.

**6.4** The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

## **7. MISCELLANEOUS PROVISIONS**

### **7.1 Independent Parties**

It is mutually understood that this Agreement does not create an employment relationship between the parties, nor does it create a partnership or joint venture, nor does it constitute a cooperative agreement or joint powers agreement.

### **7.2 Liability**

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of the other party and the results

thereof. The ICRB's and USER's liability is governed by the provisions of Minnesota Statutes Chapter 466, and all applicable government tort limitations and protections.

**7.3 Data Privacy**

USER, its officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

**7.4 Records – Availability/ Access**

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the USER agrees that the ICRB, COUNTY, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the USER and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its contract on behalf of the USER and serve as liaison termination or cancellation.

**7.5 Contract Administration**

In order to coordinate the services of the USER with the activities of the ICRB so as to accomplish the purposes of this contract, the City of Grand Rapids shall manage this contract on behalf of the USER and serve as liaison between the ICRB and the USER.

**7.6 Notices**

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the Office of the County Sheriff at the address given below. Notice to the USER shall be sent to the address stated below.

To COUNTY: Itasca County  
County Administration  
123 NE 4<sup>th</sup> St.  
Grand Rapids, MN 55744

Itasca County Sheriff  
Itasca County Sheriff's Office  
108 NE 5<sup>th</sup> Street  
Grand Rapids, MN 55744

USER: City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744



### **7.7 Minnesota Laws Govern**

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

**In accordance with Minnesota Statute 403.38, which clarifies that, notwithstanding any provision to the contrary, the Statewide Radio Board has the final authority over technical and operational standards to provide for the development and implementation of a statewide backbone that maximizes the integration of the public safety radio communications system throughout the state. This agreement could be cancelled at any time if there are modifications to state law prohibiting such an agreement(s) or if state agencies prohibit such agreement(s).**

### **7.8 Contract disputes**

The ICRB and USER agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to the ITASCA COUNTY SHERIFF and/or the ICRB for resolution. The decision of the ITASCA COUNTY SHERIFF shall be final and binding.

**COUNTY ADMINISTRATOR APPROVAL**

USER, having signed this contract, and the County having duly approved this contract on the \_\_\_\_ day of \_\_\_\_\_, 2024, and pursuant to such approval, the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form  
and execution

**COUNTY OF ITASCA  
STATE OF MINNESOTA**

\_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
County Administrator

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

\_\_\_\_\_  
County Board Chair

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year first above written.

**City of Grand Rapids**

\_\_\_\_\_  
**Mayor of Grand Rapids**

**ATTEST:**

\_\_\_\_\_  
**Grand Rapids City Clerk**

City organized under:

Statutory \_\_\_\_\_      Option A \_\_\_\_\_      Option B \_\_\_\_\_      Charter \_\_\_\_\_

IF THE CONTRACT IS WITH A CITY USE THIS SIGNATURE PAGE. IF A CITY IS ORGANIZED UNDER THE STATUTORY STANDARD FORM OR UNDER OPTIONAL PLAN A, THE MAYOR AND CLERK MUST SIGN AND THE CORPORATE SEAL MUST BE AFFIXED; UNDER OPTIONAL PLAN B, THE MAYOR AND CITY MANAGER MUST SIGN; UNDER CHARTER, INQUIRE OF CITY WHO IS AUTHORIZED TO SIGN. A NOTARY IS NOT REQUIRED; HOWEVER, A CERTIFIED COPY OF CITY COUNCIL RESOLUTION AUTHORIZING CONTRACT MUST BE ATTACHED.

## Appendix A

### EMS/Fire Departments cost break-down

<u>COST:</u>	<u>APX-4500</u> Dash mount Mobile	<u>APX-4000</u> Portable	<u>APX-4500</u> Remote Mount Mobile	<u>APX-6500</u> Dual head Mobile
<b>Total Cost of each:</b> 115% (15 yrs.)	\$3,352.00	\$2,299.00	\$3,499.00	\$4,021.00
<b>Monthly Cost: (each)</b> 115%	\$18.62	\$12.77	\$19.44	\$22.34

<u>Service Dept.</u>	<u>Dash Mount</u>	<u>Remote Mount</u>	<u>Mobile total Cost</u>	<u>\$Month-Mobiles</u>	<u>Portable</u>	<u>Portable total Cost</u>	<u>\$Month-Portables</u>	<u>Total Monthly</u>
<i>G. Rapids FD</i>	10	2	\$41,562.00	\$230.90	40	\$91,960.00	\$510.80	\$741.70

## **Appendix B**

### **Itasca County Radio Board (ICRB)**

#### **MEMORANDUM OF UNDERSTANDING (MOU)**

### **SECTION 1: Introduction**

“One of the most critical aspects to a successful multi-agency effort is a charter set of guidelines and principles for stakeholders to follow as they come together and work to tackle challenges outside the realm of their agency, discipline, or jurisdiction. Certain norms and principles must be in place to transform the ICRB into a highly effective team with common goals. There must clarity of purpose, leadership, established roles and responsibilities, and a strong foundation for making decisions.”

The ICRB is committed to cooperatively addressing the challenge of communications interoperability. This document describes the purpose, authority, outcomes, scope, operating principles, membership and management by which the ICRB will achieve success.

### **SECTION 2: Purpose**

This ICRB exists to address the challenges facing-interdisciplinary communications across multiple jurisdictions. It was established to create a centralized interoperable communications planning and implementation capacity for Itasca County. The ICRB’s goals are:

1. To maintain an advanced communication system
2. To maintain equipment and communication uniformity
3. To address all questions or needs of the public service community

It is necessary for public safety organizations to communicate or share critical voice or data information with other jurisdictions in day-to-day operations, natural disasters, emergency response scenarios, and terrorist incidents. Failure to accomplish the mission in each situation can result in the loss of lives and property.

This ICRB exists to establish a partnership among agencies as listed in Attachment 1 in order to enhance communications interoperability capabilities.

This ICRB provides a forum for each agency to discuss related public safety communications initiatives that may or may not impact the work of this ICRB. This helps ensure individual projects have and opportunity to align with the county and state plan.

### **SECTION 3: Authority**

This ICRB has the authority to evaluate the state of both current and emerging communications interoperability in Itasca County, create a plan for Itasca County Emergency Services communications interoperability, oversee implementation of the plan, and develop appropriate polices, procedures, and guidelines.

All policies, plans, and projects will be submitted to and approved by the Itasca County Radio Board.

This ICRB can make recommendations to help direct the use of any funds earmarked for capital improvements and operational upgrades to improve Itasca County and State of Minnesota public safety communications and interoperability.

This ICRB should identify additional sources of funding allotted through cross-discipline and cross-jurisdictional coordination.

The members of the ICRB are comprised of the following individuals:

- **Sheriff, Itasca County or his/her designee and 2 Sheriff Deputies as appointed by the Sheriff of Itasca County.**
- **President, Itasca County Chiefs Association or his/her designee and 2 Fire Officers or Fire Fighters of Itasca County as appointed by the President of the Itasca County Chiefs Association.**
- **3 - Emergency Medical Services (EMS) Association Appointees. (Appointed by the Emergency Medical Services Association)**
- **3 - County Municipal Law Enforcement Association Appointees. (Appointed by the Law Enforcement Association)**

Although the individuals may come from one particular discipline within a jurisdiction or region, they will represent the overall interest of all disciplines in the jurisdiction or region while serving on the ICRB.

#### **SECTION 4: Outcomes**

The desired outcomes that the ICRB will accomplish are listed below:

- A. Conduct an assessment to better understand the current baseline of communications interoperability in Itasca County.
- B. Task a working group to identify and recommend future technologies that will enhance the communications interoperability capability in Itasca County.
- C. Create a County Wide Communications Interoperability Strategy and Spending Plan.
- D. Manage implementation of the Communications Interoperability Plan.
- E. Create a County Wide best practices, policies, procedures, and protocols for communications interoperability and incorporate them into existing regional interoperability agreements.
- F. Ensure the training of key communications personnel—especially dispatchers and dispatch center supervisors as well as technical communications support staff.

- G. Ensure training opportunities around communications interoperability are available to all necessary and authorized public safety practitioners.

**SECTION 5: Scope**

**Communications Interoperability Scope**

<u>Government</u>	<u>Discipline</u>	<u>Level</u>
Federal	Fire Service	Executive
State	Law Enforcement	Emergency Operations Center
Multi-Region	Emergency Medical Services	Dispatch/Communications Centers
Region	Emergency Management	Incident Command (IC)
Jurisdiction	Public Health	Tactical (Field)
	Health Care	

<u>Function</u>	<u>Type</u>	<u>Usage</u>
Equipment & Technology	Data	Day to Day—routine within a town (Interdisciplinary)
Utilization & Operations	Voice	Day to Day—routine inter-town (Mutual aid)
	Video	Unplanned Critical Incident Planned Event

**Government**  
The ICRB will:

- Work toward identifying initiatives that improve Itasca County public safety communications interoperability while understanding that there is the possibility that an Itasca County initiative could improve the State of Minnesota response.
- Work with Federal and State agencies to prevent duplication of effort. This includes coordination of procurement decisions.
- Ensure that the Itasca County Plan addresses the various recommendations in the State Interoperability Plan.
- Coordinate with various regional organizations including the Itasca County Board of Commissioners and keep this organization updated on the ICRB’s actions.
- Address regional organizations such as Blandin Foundation that are not directly funded by Department of Homeland Security grants and identify ways to coordinate activities through sharing of resources or technologies.

- Use its relationship with the Itasca County Board of Commissioners to educate public officials to increase awareness and ensure the success of communications interoperability initiatives.

***Inclusion***

The ICRB will initially focus on the Attachment 1 Agencies and incorporate additional disciplines in future phases.

**A. Level**

The ICRB will initially focus on Command & Tactical Level and incorporate additional levels in future phases.

**B. Function**

The ICRB will address the technological and/or operational components of communications interoperability. Technological means equipment procurement and maintenance. Operational means authorization, SOP's, Incident Command training.

**C. Communications Type**

The ICRB will address voice and/or data and/or video communications interoperability.

**D. Usage**

This ICRB has identified four distinct levels of interoperability to address:

- Day to Day – Routine within a jurisdiction (interdisciplinary)
- Day to Day – Routine inter-jurisdictional (mutual aid)
- Unplanned Critical Incident (interdisciplinary/inter-jurisdictional)
- Planned Major Event (interdisciplinary/inter-jurisdictional)

**SECTION 6: Operating Principles**

- Consider each participating agency unique needs-recognize and respect them and attempt to address them if they negatively impact the Itasca County Emergency Services communications interoperability capabilities.
- Think interdisciplinary.
- Use a phased approach. Do not attempt to solve all the problems at once.
- Ensure all strategic initiatives fit within the desired future goals and strategy.
- Identify matters within the ICRB's control and apply resource toward those matters rather than areas that are not within the ICRB's control.
- Coordinate regional and state strategy with other regional and the state interoperability strategies.
- Identify a balance between infrastructure and subscriber unit needs.



- H. Distribute the responsibility of managing communications interoperability so that it does not rest on any one individual, agency, or technology.
- I. Ensure that Itasca County and the State of Minnesota takes on a collaborative approach in dealing with the issue.
- J. Stay aligned with other State of Minnesota Systems.
- K. Avoid acronyms and codes to eliminate confusion or misunderstanding.
- L. Speak with one voice when reporting externally.
- M. Do not lose the sense of urgency that 9/11 brought to this issue.
- N. Keep the issue of communications interoperability in front of politicians as they are elected and administrations change.
- O. Though both voice and data interoperability are within the scope of the ICRB, work toward achieving voice interoperability solutions across disparate systems in the short term.
- P. Consider security concerns during the planning of future communications solutions.

#### **SECTION 7: Membership**

- A. The following disciplines will represent this ICRB:
  - Law Enforcement of Itasca County
  - Fire Service of Itasca County
  - Emergency Medical Services of Itasca County
  - See Attached Attachment 1
- B. The following jurisdictions will be represented on this ICRB:
  - Itasca County
- C. Voting members are to be responsible for representing their discipline. If a voting member is unable to attend an ICRB meeting, an alternate voting member from that discipline may be appointed for that meeting. The voting member must notify the ICRB chair prior to the meeting that an alternate has been designated to represent him/her at the meeting. Without such prior notification, the alternate will not count when determining if a quorum has been established or be allowed to participate in votes during the meeting.
- D. Advisory members are part of the ICRB by virtue of their position and ensure that all disciplines are represented in the ICRB. These members may attend ICRB meetings and provide feedback to the voting members of decision-making purposes. However, they will not vote. Additionally, a number of regional and state agencies may provide

coordination for implementing aspects of the Itasca County communications interoperability plan.

- E. The ICRB may add ad hoc members as necessary. These members may come from local (including surrounding jurisdictions), regional, state, tribal, or Federal public safety agencies or planning organizations. They may sit on the ICRB on a temporary basis as needed.

*ICRB Leadership Roles and Responsibilities*

Position	Itasca County Board of Commissioners	ICRB Chair	ICRB Vice Chair	Sheriff's Office Staff
Term	Determined by Region	1 year – no term limits, but must be re-nominated each year	1 year- does not succeed the chair at end of term	Continuous
Requirements	Determined by Region	Can be any member of the ICRB (Voting, Not Advisory)	Can be any member of the ICRB (Voting, Not Advisory)	Position is dedicated to the ICRB
Roles and Responsibilities	<p>Enable ICRB to perform its objectives by allocating all available resources and mitigating controllable challenges.</p> <p>Consider input from the ICRB when making all decisions regarding communications interoperability.</p> <p>Provide oversight guidance, and authority.</p> <p>Ensure coordination with other elements of a regional Homeland Security strategy.</p> <p>Hold ICRB members accountable for implementation of the communications interoperability strategy.</p>	<p>Provide leadership for the ICRB.</p> <p>Coordinate with the Executive Sponsor to ensure that the ICRB has all of the resources required to achieve its mission.</p> <p>Act as a liaison and present the findings and recommendations of the ICRB to regional decision-making bodies or offices.</p> <p>Run decision-making and voting processes of the ICRB.</p> <p>Ensure that ICRB meetings adhere to principles set forth in the charter.</p> <p>Determine the agenda of ICRB meetings.</p> <p>Ensure outreach and communications, as defined in the charter, are implemented.</p>	<p>Perform the role of ICRB chair when the chair is not available to attend a meeting.</p>	<p>Provide logistical and secretarial support for ICRB meetings including:</p> <p>Provide meeting preparation of documents.</p> <p>Provide meeting location.</p> <p>Provide meeting notes and post meeting documentation.</p> <p>Provide meeting materials.</p> <p>Provide food (as necessary).</p> <p>Assist ICRB chair with coordination of regional leadership.</p> <p>Coordinate with Federal programs.</p>

Notify the regional decision-making body or office if a voting member from its jurisdiction does not regularly attend/participate during ICRB meetings.

**SECTION 8: Decision Making**

**A. ICRB Decision Making Process**

- Each discipline member has one vote to be cast. If the voting member is unable to attend, the alternate voting member will cast the vote for the discipline represented.
- Simple majority rules. All decisions and recommendations approved by a simple majority will be considered a decision or recommendation of the ICRB when presented to the Itasca County Board of Commissioners for consideration. As much as possible, the majority opinion will be reflected. ICRB members are free to express to their authorizing body how they voted /stood on the position.
- A two-thirds majority vote is required for amendments.
- Quorum will be met when 7 out of 12 voting members (or their designated alternates) are present. If a sufficient quorum is not achieved, votes will be tabled.

**B. ICRB members will be held accountable through their authorizing body. The authorizing body has the final decision in all matters related to ICRB participation.**

**C. Decisions and recommendations of the ICRB will be reported to the authorizing body through the ICRB chair.**

**D. This ICRB will report status, actions, and recommendations to a larger audience through following a communications plan developed in partnership with authorizing body management. This communication plan will be developed independent of this ICRB.**

**SECTION 9: Logistics**

**A. The ICRB initially will meet monthly in order to establish an Itasca County Communications Interoperability Plan. Once the plan is complete and approved, this ICRB will meet as necessary to implement the initiatives set forth in the plan.**

**B. ICRB meetings will take place on the 3<sup>rd</sup> Thursday of each month starting at 6:00pm.**

**C. The ICRB will meet at a facility designated by this ICRB. The location for each meeting will be determined at each meeting based upon availability.**

**SECTION 10 – Cost Sharing Agreement:** The Operating budget costs associated with the Itasca County Public Service Radio System (hereinafter “the System”), as more specifically described in Section 12 below, would be shared as follows:

**Life expectancy of units by Agency:**

**Law Enforcement Agencies:**

**Portables: 10 year life/120 months**

**Mobiles: 10 year life/120 months**

**Fire and EMS Agencies:**

**Portables: 15 year life/180 months**

**Mobiles: 15 year life/180 months**

<b>Portables:</b>	<b>10 years life/120 months</b>	<b>115% Cost Amortization</b>
<b>Mobiles:</b>	<b>15 years life/180 months</b>	<b>115% Cost Amortization</b>

**100% Cost of Product**

**5% Inflation dollars over life of product**

**2% New Radio Additions (New Staff Positions within Agencies.)**

**3% Unknown Factors (Radio’s Lost etc.)**

**5% Maintenance/System Administration of Program**

**115% Calculation Factor “Per Radio” and “Per Mobile” for the Replacement Schedule as attached to this document as Appendix A.**

A fund will be established with the Itasca County Auditor from which to pay any operating expenses of the system.

All equipment and infrastructure purchase that are conducted through the Memorandum of Understanding will be insured by Itasca County Insurance Coverage Policies.

**SECTION 11 - Equipment or Infrastructure Purchases:** Any entity of this agreement that purchases equipment or infrastructure outside of this agreement will be solely responsible for each mobile and portable purchase in its entirety, including but not limited to: replacement, maintenance, programming, and insurance. However, any mobiles or portables that are used on this system must first be approved by the ICRB.

**SECTION 12 – Description of Public Service Radio System:** The Itasca County Public Service Radio System consists of:

**Itasca County Public Safety Radio System Description:**

“An 800 MHz P25-based trunked simulcast radio system, with 11 tower sites located throughout the Itasca County area. Each tower site contains the following equipment:

- Steel tower structure
- Prefabricated radio equipment building
- Emergency power generator and fuel supply
- 800 MHz trunked radio transmitting and receiving stations
- System control equipment
- Microwave network equipment

The location of the 11 tower sites are:

- Alvwood (northwest County)
- Bass Lake (northeast County)
- Bigfork
- Coleraine
- Deer River
- East Central County (Hwy 65)
- Inger
- Nashwauk
- Sugar Hills
- Suomi Hills
- Warba

In addition to the tower sites, the Emergency Operations Center in Grand Rapids serves as the PSAP (Public Safety Answer Point) for the system. The PSAP contains the following equipment:

- 4-position radio dispatch console equipment
- System control equipment
- Microwave network equipment

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**\*The location of the eleven tower sites are:**

- |                                |                          |
|--------------------------------|--------------------------|
| <b>*North West County Site</b> | <b>*Deer River Site</b>  |
| <b>*Bigfork Site</b>           | <b>*Coleraine Site</b>   |
| <b>*North East County Site</b> | <b>*Nashwauk Site</b>    |
| <b>*West Central Site</b>      | <b>*Sugar Hills Site</b> |
| <b>*Marcell Site</b>           | <b>*Warba Site</b>       |
| <b>*East Central Site</b>      |                          |

**SECTION 13 – System Administration:** The administration of the Itasca County Public Service Radio Communication System as defined in Section 12 of this governance shall be the sole responsibility of the ICRB. The parameters of the system administration are as follows:

The ICRB shall administer all aspects of the system including but not limited to:

- **Management of Inventory which consists of portable radios, mobile radios, and tower infrastructure equipment. Also inclusive of any equipment additions that may occur in future. Example: Mobile Data Computers, etc.**
- **Approval for applications for new or replacement of portable and/or mobile radio equipment.**
- **Equipment recovery procedures per Insurance Coverage Policy Requirements.**
- **Communication of Programming Specifications and Requirements of the System to all parties involved.**

## **CONCLUSION**

For any area or region to improve communications interoperability, collaboration and participation of pertinent public safety stakeholders in a governing body is essential. A formal governance structure provides a unified front across multiple jurisdictions and disciplines within a particular political constituency, which can aid the funding, effectiveness, and overall support for communications interoperability. A Memorandum of Understanding (MOU) is important because it defines the group's purpose, mission statement, authority, desired outcomes, operating principles, and management.

# Attachment 1

## Fire Departments

Balsam FD  
~~Bearville~~  
Bigfork FD  
~~Bovey~~  
~~Calumet~~  
Cohasset FD  
~~Coleraine~~  
Deer River FD  
Goodland FD  
Grand Rapids FD  
Keewatin FD  
~~Marble~~  
Nashwauk FD  
Squaw Lake FD  
Taconite FD  
Warba FD  
Greenway FD  
Trout Lake FD

## Law Enforcement

~~Bigfork PD~~  
Bovey PD  
Coleraine PD  
Deer River PD  
Grand Rapids PD  
Keewatin PD  
Nashwauk PD  
Search & Rescue  
Sheriff's Office  
Trout Lake PD

## EMS

Bigfork Ambulance  
~~Buck Lake 1<sup>st</sup> Responders~~  
Deer River Ambulance  
Meds-1 Ambulance  
Nashwauk Ambulance

**Communications Interoperability ICRB Roster**

<b>Jurisdiction</b>	<b>Discipline</b>	<b>Voting Y/N</b>	<b>Name</b>	<b>E-mail</b>	<b>Phone</b>



# Exhibit 1

## REQUEST AND AUTHORIZATION FOR REPAIRS, REPLACEMENTS AND/OR ADDITIONAL RADIOS

ALL OPERATIONS SHALL BE IN COMPLIANCE WITH FCC RULES AND REGULATIONS. ANY UNAUTHORIZED OPERATIONS SHALL BE GROUNDS FOR REVOCATION OF THIS AUTHORIZATION.

REQUESTING AGENCY

ADDRESS, CITY, STATE, ZIP CODE

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### REPAIRS OR REPLACEMENTS:

Type of Radio: Mobile / Portable

List the problem or malfunction:

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### NUMBER OF ADDITIONAL RADIOS REQUESTED:

MOBILES: \_\_\_\_\_ PORTABLES: \_\_\_\_\_

The requesting agency agrees that this authorization will be for official communications and that a copy shall be kept by the agency and the ICRB.

Authorized Signature for Requesting Agency

Title

Date

---

### AUTHORIZING AGENCY USE ONLY

Request Approved \_\_\_\_\_

Approved with Conditions \_\_\_\_\_

Denied \_\_\_\_\_

### Conditions:

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Authorized  
Signature: \_\_\_\_\_

Name of Authorizing  
Individual: \_\_\_\_\_

Agency of Authorizing Individual: \_\_\_\_\_

# Exhibit 2

## ICRB TALK GROUP REQUEST FORM

ALL OPERATIONS SHALL BE IN COMPLIANCE WITH FCC RULES AND REGULATIONS. ANY UNAUTHORIZED OPERATIONS SHALL BE GROUNDS FOR REVOCATION OF THIS AUTHORIZATION.

REQUESTING AGENCY: \_\_\_\_\_  
AUTHORIZING AGENCY: \_\_\_\_\_

REASON FOR REQUEST:      Add Talk Group(s) \_\_\_\_\_  
                                     Remove Talk Group(s) \_\_\_\_\_  
                                     Other \_\_\_\_\_

**I. Request permission to ADD the following talk groups**

Talk Group	To be installed in: (i.e., Portable, Mobile, Command Post)	For the following Work Units by Serial #
_____	_____	_____
_____	_____	_____
_____	_____	_____

**II. Request permission to REMOVE the following talk groups**

Talk Group	To be removed in: (i.e., Portable, Mobile, Command Post)	For the following Work Units by Serial #
_____	_____	_____
_____	_____	_____
_____	_____	_____

The requesting agency agrees that this authorization will be for official communications and that a copy shall be kept by the agency and the ICRB.

Authorized Signature for Requesting Agency: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature for Authorizing Agency: \_\_\_\_\_ Date \_\_\_\_\_

**AUTHORIZING AGENCY USE ONLY**

Request Approved \_\_\_\_\_ Approved with Conditions \_\_\_\_\_ Denied \_\_\_\_\_

**Conditions:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ICBR Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_