

Non-Member of ICRB Communications System Subscriber Agreement

Between the Itasca County Radio Board (ICRB) and Authorized Users Regarding:

Maintenance/System Administration of the 800 MHz P25-Based Trunked Simulcast
Radio System of Itasca County

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 4TH St. Grand Rapids, Minnesota 55744, and the City of Grand Rapids Public Utilities, 500 SE 4th Street, 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 Emergency Communications Board (ECB), 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 ECB, 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.

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 Maintenance Fees

USER agrees to pay the ICRB a \$15.00 flat monthly rate per mobile or portable radio for maintenance/system administration of the 800 MHZ P25 – based trunked simulcast radio system of Itasca County. This flat fee of \$15.00 per mobile or portable radio will be billed annually and is subject to annual cost adjustments as determined 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 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.

3. DUTIES AND RESPONSIBILITIES OF COUNTY

3.1 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. User shall submit a request for “Authorization to Use Talk Groups Not Owned by the Requesting Agency”, if such a request is necessary.

3.2 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.

3.3 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 radios under the COUNTY’S FCC radio station licenses.

4. CANCELLATION OF AGREEMENT

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, 2028. 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 provide verification that all radios have been removed from the system.

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 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.

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 provide verification that all radios and portables have been removed from system use.

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 the 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 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, City of Grand Rapids Public Utilities, shall manage this contract on behalf of the USER and serve as liaison between the ICRB and the USER.

7.5 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-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 4th St.
 Grand Rapids, MN 55744

 Itasca County Sheriff
 Itasca County Sheriff’s Office
 108 5th Street
 Grand Rapids, MN 55744

USER: City of Grand Rapids Public Utilities
 c/o Julie Kennedy
 500 SE 4th Street
 P.O. Box 658
 Grand Rapids, MN 55744

7.6 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 Emergency Communications 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.

**Cost break-down:
(\$15 per radio per month)**

Base/Mobile/Portable:

36

Monthly Cost:

\$540.00

Yearly Cost:

\$6480.00

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

By: _____
Assistant County Attorney

By: _____
County Administrator

Date: _____

By: _____
County Board Chair

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

By: _____
Authorized Agent

Title: _____

Date: _____

NOTARY:

Notary

My Commission Expires: ____/____/____

Date

Stamp: