

MEMORANDUM OF UNDERSTANDING

Radio Building Space and Repeater Usage Agreement

This Memorandum of Understanding ("MOU") is entered into effective _____, 2025, by and between the Richland Center Police Department ("RCPD"), a municipal law enforcement agency located at 470 S. Main Street, Richland Center, WI 53581, on behalf of the City of Richland Center ("City"), a Wisconsin municipal corporation located at 450 S. Main Street, Richland Center, WI 53581; and the Richland County Sheriff's Office ("RCSO"), a county law enforcement agency located at 181 W. Seminary Street, Richland Center, WI 53581, on behalf of Richland County ("County"), a Wisconsin county government located at 181 W. Seminary Street, Richland Center, WI 53581 (collectively, the "Parties" and individually, a "Party").

WHEREAS, the RCPD currently occupies space in a radio building and operates communications equipment at said facility; and

WHEREAS, the Parties desire to establish terms governing the potential vacation of RCPD space, repeater usage rights, utility responsibilities, and site access; and

WHEREAS, the Parties seek to ensure continued effective public safety communications while clarifying respective rights and obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I: RADIO BUILDING SPACE

1.1 Conditions for RCPD Vacation of Space. The RCPD shall vacate and surrender its space in the radio building only upon satisfaction of all the following conditions:

(a) **Advance Notice.** The RCSO shall provide the RCPD with sixty (60) days' advance written notice of the request for space vacation.

(b) **County Board Resolution.** The RCSO shall present a Resolution adopted by the Richland County Board of Supervisors or designated committee declaring the space mission-critical and essential for a new equipment and that the equipment cannot be reasonably accommodated in any other facility or space.

1.2 RCPD Right to Remain. Absent satisfaction of all conditions in Section 1.1, the RCPD shall retain the right to occupy its space in the radio building.

ARTICLE II: REPEATER USAGE RIGHTS

2.1 Grant of Non-Exclusive Use. The RCPD, on behalf of the City, grants the RCSO a non-exclusive right to utilize the RCPD-owned repeater under the following terms:

(a) **Authorized Uses.** RCSO may use the repeater strictly as a contingency backup channel or as a secondary, non-emergency communication channel.

(b) **Priority of Use.** RCSO's use shall not interfere with the RCPD's primary operational requirements. The RCPD retains priority use of the repeater system at all times.

(c) **Operational Standards.** The RCSO shall operate the repeater in accordance with all applicable Federal Communications Commission (FCC) regulations and industry best practices.

2.2 Utility Costs. The RCSO shall be solely responsible for and shall promptly remit payment for all utility costs directly attributable to the operation of the repeater unit, commencing immediately upon completion of its installation.

ARTICLE III: SITE ACCESS AND MAINTENANCE

3.1 City Maintenance Obligations. The City agrees to maintain the access road leading to the radio building and tower site in a condition that ensures year-round vehicular access for emergency and maintenance vehicles.

3.2 County Access Rights. The City grants the County and its authorized contractors reasonable access to the site for the purpose of inspecting, repairing, maintaining, and replacing all County-owned equipment located within the radio building and affixed to the communication tower, subject to the following:

(a) **Safety Compliance.** All County personnel and contractors shall comply with applicable safety standards and RCPD site security protocols.

ARTICLE IV: INSURANCE AND LIABILITY

4.1 Insurance Coverage. The City shall maintain insurance coverage for the RCPD repeater equipment in amounts reasonably sufficient to cover repair or replacement costs.

4.2 City Responsibility for Damage. The RCPD, on behalf of the City, shall be responsible for repairing or replacing the repeater equipment in the event of damage, malfunction, or loss, subject to applicable insurance coverage.

4.3 County Equipment. The County shall maintain insurance coverage for all County-owned equipment located at the site and shall be responsible for any damage to City property caused by County equipment, personnel, or contractors.

ARTICLE V: TERM AND TERMINATION

5.1 Initial Term. This MOU shall remain in effect for an initial period of one (1) year from the date of execution.

5.2 Automatic Renewal. Following the initial term, this Agreement shall automatically renew for successive one-year periods unless terminated as provided herein.

5.3 Termination by Notice. Any Party may terminate this MOU by providing sixty (60) days' advance written notice to all other Parties. Notice shall be delivered in accordance with Section 6.4.

5.4 Obligations Upon Termination. Termination shall not affect any financial obligations or liabilities accrued prior to the effective date of termination. All outstanding payments shall be settled within thirty (30) days of termination.

ARTICLE VI: GENERAL PROVISIONS

6.1 Amendment. This MOU may be amended or modified only by a written instrument signed by authorized representatives of all Parties.

6.2 Entire Agreement. This MOU constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

6.3 Severability. If any provision of this MOU is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

6.4 Notice. All notices required under this MOU shall be in writing and delivered by personal delivery, certified mail (return receipt requested), or email with confirmation of receipt to the addresses listed in the preamble of this Agreement.

6.5 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Wisconsin.

6.6 Authority. Each signatory represents and warrants that they have the full authority to execute this MOU on behalf of their respective entity.

6.7 No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the Parties and creates no rights in any third party.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

CITY OF RICHLAND CENTER

By: _____
Name: Billy Jones
Title: Chief of Police
Date: _____

By: _____
Name: Ashley Oliphant
Title: City Administrator
Date: _____

RICHLAND COUNTY

By: _____
Name: Clay Porter
Title: Sheriff
Date: _____

By: _____
Name: Tricia Clements
Title: County Administrator
Date: _____