

**INTERLOCAL AGREEMENT  
BETWEEN WINNEBAGO COUNTY & LOCAL AGENCIES  
FOR USE OF 800 MHz PUBLIC SAFETY RADIO SYSTEM**

COUNTY OF WINNEBAGO        £

AGENCY \_\_\_\_\_        £

This Agreement is made and entered into by and between Winnebago County (the County) and Agency (the User), \_\_\_\_\_.

**RECITALS**

The County owns a Motorola Astro 25 voice public safety digital trunked radio system that is licensed by the Federal Communications Commission (FCC), which permits radio communications and transmissions via radio units, and

Upon delivery of the Radio Units the ownership of said Radio Units passes from Winnebago County to the User Agency, and

The User desires to obtain access to the County's communications system in order to communicate among various public safety units.

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

**TERMS**

**Definitions**

For purposes of this Agreement, the following definitions apply:

- A. Primary Dispatch System:  
A communications system upon which the User, its agents and employees communicate via Radio Units;
- B. Fleetmap:  
A spread sheet indicating talkgroups, aliases, ID's, priorities, encryption, primary dispatch, logging, priority access and intended use.
- C. Priority Access:

An assigned level of system access indicated on the system fleetmap that determines the choice of access to the Radio System between two or more Radio Units seeking use simultaneously;

D. SmartZone Regional Radio System:

A combination of multiple Trunked Radio System(s) in and about Winnebago County operating under a single centralized controller as a regional radio system and managed by a designated system manager.

E. Radio Unit:

Mobile, stationary, or portable voice radio communications units communicating among themselves on FCC designated air wave frequencies; and

F. System Code Identification Number:

An identification number that allows Radio Units to gain access to the Radio System to enable the Radio Units to communicate among themselves on designated FCC airwave frequencies through a Primary Dispatch System for a User's Radio Unit.

### **County Responsibilities**

The County agrees that during the term of this Agreement, it will:

- A. Allow the User to have access to its Radio System to engage in radio communications among its Radio Units on the Primary Dispatch System;
- B. Upon being notified that one or more of the User's Radio Units have been lost or stolen the system manager will attempt to disable the lost or stolen Radio Unit(s); and provide the replacement radio the same level of Priority Access to the Radio System.

### **User Responsibilities**

During the term of this Agreement, the User agrees to:

- A. The User Agency is financially responsible for replacement Radio Units and all related equipment.
- B. Affirm that the County assumes no cost or responsibility for providing the Radio Units that will have access to the County's Radio System;

- C. Give the County at least ten (10) days prior written notice of its intent to increase, decrease, or otherwise change the number of Radio Units that have access to the County's Radio System. However, notwithstanding the previous sentence, in no event may the User increase the number of Radio Units without approval from the County.
- D. Notify the County that one or more of its Radio Units have been lost or stolen within twenty-four (24) hours of determining that the Radio Units have been lost or stolen;
- E. Obtain a System Code Identification Number from the County's system administrator for each Radio Unit in order to access the County's radio system; and
- F. Observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to those of the FCC. In addition, the User agrees to observe and abide by any applicable administrative rules promulgated by the County from and after the date such rules become effective and have been delivered to User. Further, the User acknowledges that, should any of these statutes, rules, regulations or administrative rules change during the term of this Agreement and if the change necessitates a modification of the Agreement the modification may be effectuated by the County without incurring any liability for this modification. Should the County notify the User of any such change, the User shall have thirty (30) days to review and agree to any proposed changes made to this Agreement, if assent to the change is not given, this Agreement terminates.

### **System Fees**

The County is responsible for all infrastructure maintenance. However, the maintenance contract will be reviewed on a yearly basis. After this review, the County may require that the Users contribute to the maintenance of the infrastructure. In the event that Users are required to contribute, the User will be given adequate notice regarding any fees for budgetary purposes. The User is responsible for the repair and maintenance of all Radio Units.

### **Programming Costs and Restrictions**

The User expressly understands and agrees to pay for all programming of the User's radios for use on the Radio System after the initial installation of the radio system. Should the User's Radio Unit require maintenance that destroys the original programming after such maintenance each radio will be reprogrammed to the standard of the original configuration at the User's

expense. Such programming will be conducted only by pre-approved vendors. In any instance in which the County performs Radio Unit programming services, the User agrees to pay the County the entire amount owed for the programming of Radio Units within thirty (30) days of the invoice date of such services.

### **System Access**

If a new User desires to gain access to the County's Radio System, then the User expressly understands and agrees obtain a System Code Identification Number and to pay any associated setup fees that may occur. All Radio Units new and re-programmed will be brought onto the system only by the system administrator.

### **Installs and Radio Unit Maintenance**

The User is responsible for providing all radio equipment and radio services at the User's expense. All Radio Unit maintenance and upgrades are the responsibility of the User. The User will comply with all required maintenance and upgrades at the Users expense. The User is responsible for all Radio Unit warranty costs after the pre-purchased warranties expire.

**It is expressly understood that the County neither warrants nor assumes any responsibility for installation or use of equipment or for the reliability or adequacy of services provided hereunder. Further, by requesting that the County provide these services, the User assumes the total risk of any loss associated with the installation of the radio equipment; any loss resulting from the use of the radio equipment so installed; and any loss resulting from the use of radio equipment to which other radio services have been provided by the County.**

### **Vendors**

The User may use any vendor that has been pre-approved. All vendors must provide equipment and services that are P-25 compliant.

### **Term of Agreement**

The term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms unless it is terminated by either party by giving the other party prior written notice of its intention to terminate not less than sixty (60) days prior to the expiration of the term of this Agreement. Notwithstanding the preceding, this Agreement terminates

immediately if all or substantially all of the authorization held by the County or the User is revoked by the FCC or its successor agency.

### **System Wide Coverage**

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the County, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any survey, studies, research, or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User.

### **Notices and Communications**

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

**Original to:**           1. Winnebago County Sheriff's Office  
                              Radio System Administrator  
                              4311 Jackson Street  
                              Oshkosh, WI 54901

### **FOR THE USER**

These addresses may be changed upon giving prior written notice to the other party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail.

Neither party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall bind and benefit the County and the User and shall not bestow any rights upon any third party.

This agreement is governed by and construed according to the laws of the State of Wisconsin. Exclusive venue of any action or claim arising out of the Agreement is Winnebago County, Wisconsin. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with

any other obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring as a result of any future development or failure of performance.

The User will pay its obligations hereunder from available current revenues.

This instrument contains the entire Agreement between the parties relating to the right granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties except for those modifications effectuated pursuant to the provisions of "**User's Responsibilities**".

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

APPROVED AS TO FORM:

By: John A. T. Brennan Date: 2/6/2013

Agency \_\_\_\_\_

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