

TO: Mayor Althoff and City Council

FROM: Jeffrey L. McCormick, Chief of Police

SUBJECT: Goodhue County Communications System
Subscriber Agreement

DATE: December 14, 2021

BACKGROUND

In 2009 all of the law enforcement agencies in Goodhue County moved onto an ARMOR Radio System. Since that time Goodhue County moved from using a third party to keep system radios current to bringing that process into the Goodhue County Sheriff's Office. The Armor Radio system as been a very good improvement for all users. The Goodhue County Sheriff's Office is looking to formalize the past and current practices into the Communications System Subscriber Agreement that is attached.

There is no cost to using the ARMOR Radio system, except for the replacement of radios, and the County will continue to annually ensure the radios are kept current on updates as long as the radio is supported on the system.

REQUESTED COUNCIL ACTION

Approve the Goodhue County Communications System Subscriber Agreement and authorize the signing of the agreement by the City Administrator.



**Goodhue County Sheriff's Office
Emergency Communications Division
430 6th Street West
Red Wing, MN 55066**

**Regionwide Public Safety Radio
Communications System**

Communications System Subscriber Agreement

**Between Goodhue County and Authorized Users Regarding:
Use of the Regionwide Public Safety Radio Communications System,
Administrative and Operational Support of the Subscriber Radio Fleet**

THIS AGREEMENT made and entered into by and between the COUNTY OF GOODHUE, a body politic and corporate, under the laws of the STATE OF MINNESOTA, hereinafter referred to as the "COUNTY," 509 West 5th Street, Red Wing, Minnesota 55066, and The City of Cannon Falls, 918 River Road, Cannon Falls, Minnesota 55009 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 Regionwide Public Safety Radio Communications System, hereinafter referred to as "System"; and

WHEREAS, the COUNTY maintains access to the System, also known as the Allied Radio Matrix for Emergency Response Radio System, hereinafter referred to as "ARMER"; and

WHEREAS, the COUNTY carries the ARMER Participation Plan between the State Emergency Communications Board and the COUNTY, with an identified System Administrator; 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;

WHEREAS, the USER has elected to participate as a subscriber with end user radios operating on the System; and

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 coordinated purchase, maintenance, technical and administrative support and use of portable, mobile, desktop and other end user 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, 95% area coverage reliability for portable radio operation above ground level in light to medium buildings throughout most of the County. Other USER benefits and services include, access to a statewide 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, 99.199% microwave system reliability, encryption availability, system security, radio interoperability, 24 hour a day system monitoring and repair response, access to a pool of special event radios held by the County Sheriff and USER radio user training.

2. DUTIES AND RESPONSIBILITIES OF USER

2.1 Conformance to Statewide Emergency Communications Board (SECB), Southeast Emergency Communications Board (SE ECB) and COUNTY Standards

USER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the SECB, SE ECB and COUNTY related to use of the System including but not limited to System supported radios and equipment, 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 take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence. Failure to take immediate corrective action may result in loss of USER access and/or termination of this agreement.

2.4 Subscriber Fleet Support

COUNTY agrees to provide subscriber fleet support, such a software updates, programming, configuration support, access to the special event radios and USER training support. Software and firmware updates are provided to the COUNTY via Motorola through the System Upgrade Agreement (SUA). COUNTY shall maintain issued radio identification numbers in-line with the COUNTY's ARMER participation plan. COUNTY will provide guidance and direction to USER agencies for repairs of USER owned radios and equipment. COUNTY does not purchase, lease, rent or replace radios for any USER.

2.5 Provisional Use of USER Purchased and Owned Radios

USER may utilize radios purchased and owned by USER on the System provided that such USER's radios and equipment shall be pre-approved for support by COUNTY. COUNTY shall have no obligation to support, maintain, or assist in repairs of radios or equipment that are not pre-approved. Non-certified radios, or radios operating with non-certified software versions will not be allowed to access or use the System. If USER acquires radios or equipment that are not pre-approved, either party may immediately terminate this Agreement. COUNTY does not purchase, lease, rent or replace radios for any USER.

2.6 De-certification and Disposition of Obsolete Radios

The SECB (Statewide Emergency Communications Board), SE ECB (Southeast Emergency Communications Board) and/or COUNTY may de-certify previously pre-approved radios, equipment, and/or radio operating software versions which become obsolete for reasons including but not limited to: become unsafe to use, impair System performance, are no longer supported by the radio Manufacturer, are no longer supported by the COUNTY, exhibit substantial defects, exhibit performance deficiencies, impair implementation of System upgrades, become unreliable, become economically unfeasible to maintain, etc. De-certified radios, equipment, or radios operating with de-certified software versions will not be allowed to access or use the System. USER agrees to dispose of obsolete radios, batteries and other equipment in accordance with applicable laws and rules regarding disposal of hazardous materials.

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

Regardless of ownership, all radios on the System shall be programmed only by the COUNTY, and the COUNTY shall retain an archived electronic copy of all radio code plug programming files and encryption key files installed in all USER radios covered under this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the COUNTY 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 COUNTY, and contain information that is classified as security information and non-public government data. Unless specifically authorized by the COUNTY 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 COUNTY of the security breach.

2.8 Risk of Loss for Lost, Stolen or Destroyed Special Event Radios

USER assumes full risk of loss or damage for COUNTY provided special event radios temporarily assigned to USER which are lost, stolen, damaged or destroyed for any reason while under the control, possession, or use of USER. USER will be invoiced, and agrees to pay or reimburse COUNTY the cost of repair or replacement for any such lost, stolen, damaged or destroyed special event radios.

2.9 Notification to COUNTY of Lost or Stolen Radios

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

2.10 Notification to COUNTY of the Sale, Transfer or Decommissioning of Radios

USER agrees to immediately notify COUNTY of any sale of, transfer of, or decommissioning of any subscriber end user radio, so the radio can be deprogrammed and deactivated on the System.

3. DUTIES AND RESPONSIBILITIES OF COUNTY

3.1 Acquiring of End User Radios

On USER's behalf COUNTY can receive, inventory, inspect, test and program new subscriber end user radios as requested by USER. COUNTY will assist or advise on install procedures of radios and will assist USER in selecting and ordering radios that are purchased directly by USER for use on the System.

3.2 Special Event Radios

COUNTY will maintain a fleet of portable 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 special event radios than can be accommodated, the COUNTY will prioritize allocations and may require that USER return any special event radios early.

3.3 Allocation of System Resources

COUNTY will allocate to USER, by mutual agreement, sufficient System resources including but not limited to; Talk Groups, Radio Unit IDs, Alias IDs, etc. in order to provide USER with an equivalent grade of service afforded to other comparable System users.

3.4 Monitoring of USER Talk Groups

COUNTY 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. COUNTY monitoring of USER's talk groups may occur at any time, for any duration, may be without notice and is subject to recording.

3.5 Radio Operator Training

COUNTY will provide USER with access to end user radio training instructional materials provided to COUNTY from the SECB, SE ECB or other sources. For the deployment of immediate and near-term radios, COUNTY will assist USER in training USER's personnel by providing a COUNTY recognized ARMER 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. COUNTY will assist in providing refresher training(s) upon receiving a request of the USER agency.

3.6 Database Administration

COUNTY 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.

3.7 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 of two (2) years beginning on the date executed by the COUNTY through December 31, 2027. After the initial term and any subsequent extensions thereto, this Agreement will automatically be extended for an additional two (2) year terms, 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.

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, provided that any such cancellation by COUNTY shall require action by the Board of Goodhue County Commissioners.

4.3 Actions Upon Cancellation or Termination

Upon expiration, cancellation or termination of this Agreement as provided for herein, 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.

5.2 Amendments to Agreement

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

6. DEFAULT AND TERMINATION

6.1 Failure to perform any material term of this Agreement shall constitute a default and if not cured within the time specified herein, following written notice, said default shall be sufficient cause for terminating this Agreement.

6.2 The parties shall make good faith efforts to resolve any dispute or default. Notwithstanding paragraph 4 of this Agreement, if a party in material default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or within such other time as may be agreed upon in writing by the Parties, this Agreement may be terminated immediately.

6.2 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.

6.3 Upon termination or cancellation of this Agreement, USER shall return all subscriber equipment for deprogramming. Following deprogramming activities COUNTY shall return all equipment to USER. USER shall cease all use of COUNTY's System.

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.

7.3 Data Privacy

To the extent applicable under federal and state law, 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 COUNTY so as to accomplish the purposes of this contract, the party(s) named on the Delegation of Authority for Contracting Officers Technical Responsibilities as provided by User, shall manage this contract on behalf of the USER and serve as liaison between the COUNTY 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 or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the Office of the County Sheriff – Emergency Communications Division, at the address given below. Notice to the USER shall be sent to the address stated below.

To COUNTY: Goodhue County Administrator
 509 West 5th Street
 Red Wing, MN 55066

Copy to: Communications Captain
 Goodhue County Sheriff's Office
 Emergency Communications Division
 430 West 6th Street
 Red Wing, MN 55066

USER: City of Cannon Falls
 918 River Road
 Cannon Falls, MN 55009

 ATTN: Chief Jeff McCormick
 Cannon Falls Fire
 Cannon Falls Ambulance

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COUNTY ADMINISTRATOR APPROVAL

USER, having signed this contract, and the County having duly approved this contract on the ____ day of _____, _____, 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.

Goodhue County Sheriff's Office

By: _____
Marty Kelly, Sheriff

Date: _____

**COUNTY OF GOODHUE
STATE OF MINNESOTA**

By: _____
Scott Arneson
County Administrator

Date: _____

Document Assembled by:

By: _____
Chad Steffen
Communications Captain

Date: _____

USER

By: _____
Neil Jensen
City Administrator

Date: _____

**Approved as to Form and Execution
County Attorney's Office**

By: _____
Stephen F. O'Keefe

Date: _____