



**U.S. DEPARTMENT OF THE INTERIOR
OFFICE OF THE CHIEF INFORMATION OFFICER
ENTERPRISE INFRASTRUCTURE DIVISION
NATIONAL RADIO AND SPECTRUM PROGRAM MANAGEMENT OFFICE**

***CONTRACT WITH THE STATE OF WISCONSIN
OFFICE OF JUSTICE ASSISTANCE
FOR THE
STATEWIDE SYSTEM MANAGEMENT GROUP
FOR USE OF THE STATEWIDE WISCOM TRUNKING COMMUNICATIONS SYSTEM***

DOI / State of Wisconsin Master Contract Agreement
State of Wisconsin WISCOM Radio Trunk System

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PREAMBLE

This Contract is made this ____ day of _____, 2009, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the US Department of the Interior and its Agencies, hereinafter called The DOI represented by the officer executing this Contract or a duly appointed successor, hereinafter called the Contracting Officer, and the State of Wisconsin, hereinafter called the State or the Contractor, its successors and assigns, each sometimes hereinafter individually called Party, and both sometimes hereinafter collectively called the Parties. The DOI and the State acknowledge that this is a contract for the joint exercise of governmental powers under Wisconsin Codified Laws. The Parties declare that there is no separate entity being established, but that they will jointly and cooperatively undertake the functions described in this agreement.

EXPLANATORY RECITALS

The State is in the process of building a radio communication system that allows radio users to effectively communicate in the interest of public safety on a state-wide basis. This system, the Wisconsin Interoperable System for Communications, hereinafter called WISCOM, is being built for public safety agencies at all levels of government within the State of Wisconsin to use.

The DOI desires to have enhanced communications within the State of in order to increase cooperation between the Parties and enhance public safety and security

The State desires to have enhanced emergency communications connectivity with the DOI in order to increase cooperation between the Parties and enhance public safety and security.

The State is a licensee of the Federal Communications Commission, hereinafter called the FCC, and will obtain authorization to allow the DOI to use the WISCOM system and frequencies.

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The DOI is a licensee of the National Telecommunications and Information Administration, hereinafter called the NTIA, and will obtain authorization and frequency assignments to allow the State to implement NTIA frequencies within the WISCOM Architecture.

The DOI has requested, and the State has agreed, to allow the DOI to use the WISCOM system with no reoccurring cost to the DOI and its Agencies.

The State has requested, and the DOI has agreed to provide for DOI NTIA assigned frequencies for the State to integrate within their Backbone system.

AGREEMENT

The Parties agree to the terms and conditions set forth herein.

TERMS

This Contract shall become effective on the date of its execution, and subject to prior termination as otherwise provided for herein, Shall be reviewed every five (5) years. Either Party may terminate this Contract by giving written notice to the other Party not less than 3 years in advance of the effective date of such termination; provided, however, no such termination notice shall relieve any Party of any ongoing obligation incurred under this Contract prior to such termination date. If this Contract is terminated or expires on its own terms, it shall be the duty of each Party to notify the National Telecommunications and Information Administration (NTIA) or the FCC, if required, of the termination or expiration of the Contract.

RESPONSIBILITIES OF THE STATE

The State shall allow the DOI and its agencies to use the state-wide WISCOM system of the State at no cost. The State, at their own expense, will assist the DOI in the set-up of the DOI's interface to the system, and allow the DOI to expand the System at the DOI's expense. The State, at their own expense, will configure, and reconfigure, talk groups as needed by DOI within the next business day of the request.

The State will allow the DOI to also use mutual aid frequencies in the event that the DOI personnel do not have access to equipment that is compatible with the WISCOM system.

A DOI station will have access to WISCOM on the same basis as the State's stations.

RESPONSIBILITIES OF THE DOI

The DOI will, at the DOI's expense, provide all consoles, connections, and any other equipment, software or services that are necessary for the DOI to connect with and use WISCOM and coordinate it's installation with the State.

Any equipment provided by the DOI for the State's master controller shall be owned and replaced by the DOI, at DOI's expense. The State will provide ordinary maintenance for

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subject equipment and software at their expense. Extraordinary maintenance will be provided by the State at DOI's expense with prior approval from the DOI Contracting Officer's Technical Representative and the Contracting Officer. Extraordinary maintenance is defined as maintenance costs over \$250.00 for subject equipment and software.

COMPLIANCE WITH NTIA AND FCC REGULATIONS

The sharing provisions set forth herein notwithstanding, each Party shall have full access to, and control over, its NTIA and FCC licensed radio infrastructure to permit the discharge of all responsibilities and duties prescribed by the Communications Act of 1934, as amended, and all applicable rules and regulations of the NTIA and FCC.

OWNERSHIP, OPERATION, MAINTENANCE, AND REPLACEMENT

Each Party will own, operate, maintain, and replace the equipment that it furnishes.

STATE OF WISCONSIN AVAILABILITY OF FUNDS

The DOI agrees that this Contract depends upon the continued availability of appropriated funds and expenditure authority from the State of Wisconsin Legislature (Legislature) for this purpose. This Contract may be terminated by the State, upon 60 days written notice to the DOI, if the Legislature fails to appropriate funds or grant expenditure authority. A termination for this reason is not a default by the State, and shall not give rise to any claim against the State, or against any state officer, agent, agency, or employee.

COMPLIANCE

The Parties agree that they will comply with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, permits, and requirements that may be applicable to their performance pursuant to this Contract. Each Party will be responsible for obtaining current information on its compliance with such laws, regulations, ordinances, guidelines, permits, and requirements.

A. The Contracting Officer (CO) is responsible for the business aspects of the agreement, such as: Awarding, modifying or terminating the agreement.

B. The Contracting Officer's Technical Representative (COTR) is responsible for technical aspects of the agreement, such as: Monitoring the agreement for timely performance and payment approvals.

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State of Wisconsin WISCOM Radio Trunk System

DOI COTR: Mr. Christopher H. Lewis
US DOI OCIO / National Radio and Spectrum Program Management Office
12201 Sunrise Valley Drive
Mail Stop 241/2P101
Reston VA, 20192
Ph: 703.648.5550

General Provisions

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Entirety of Agreement.** This MOU, consisting of seven (7) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- C. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed in the day and year first above written.

SIGNATORIES

FOR THE U.S. DEPARTMENT OF THE INTERIOR

Signature:  _____

Name: Timothy S. Quinn

Title: Chief, Enterprise Infrastructure Division

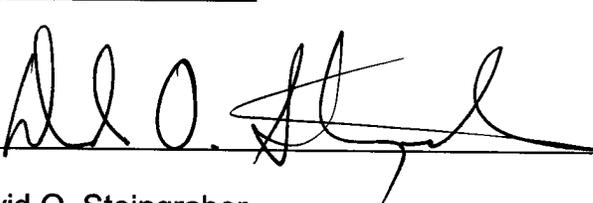
Address: 12201 Sunrise Valley Drive

Reston, VA - 20192

Phone: (703) 648-5518

Fax: (703) 648-5593

FOR THE STATE OF WISCONSIN

Signature:  _____

Name: David O. Steingraber

Title: Executive Director, Office of Justice Assistance

Address: 1 South Pinckney Street, Suite 600

Madison, Wisconsin 53702

Phone: 608-266-7488

Fax: 608-266-6676