

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into by and between the Iowa Statewide Interoperable Communications System Board (ISICSB) and _____(USER).

Section 1. Definitions/Terminology.

1.1 The Iowa Statewide Interoperable Communications System Board (ISICSB) is established pursuant to Iowa Code Section 80.28 under the joint purview of the Iowa Department of Public Safety (DPS) and the Iowa Department of Transportation (DOT). The duties of ISICSB are described in Iowa Code Section 80.29.

1.2 _____(USER) is a governmental entity that is one of the following: a political subdivision of the State of Iowa under the Iowa Constitution; a separate legal entity created pursuant to Iowa Code Chapter 28E, Iowa Code; public safety as defined in Section 1.3 of this Agreement; or public services as defined in Section 1.4 of this Agreement. Subject to the approval of the ISICSB, there may be more than one USER within the geographic boundary of a political subdivision. Likewise, identifying a USER as a specific political subdivision does not exclude other political subdivisions, public safety, or public services within the geographical boundaries of the political subdivision from being considered and approved for access to the Iowa statewide interoperable communications system, if they are not already part of another USER's application.

1.3 "Public safety" for purposes of this Agreement means one or more of the following:

- a) Law enforcement agencies which have one or more sworn law enforcement officers;
- b) Fire departments, including paid or volunteer fire departments and benefitted fire districts;
- c) Emergency medical services, including but not limited to first responders, EMTs, paramedics, or ambulance services, whether paid or volunteer;
- d) E911 dispatch entities;
- e) Corrections facilities with one or more correctional officers;
- f) Hazardous materials teams that are part of law enforcement, fire department or other governmental entity;
- h) The Iowa National Guard;
- i) Private safety entities as defined in Iowa Code section 34.1(2), including but not limited to Medical or osteopathic hospitals, clinics or treatment facilities;
- j) Any other entity deemed to be public safety by the ISICSB.

1.4 "Public services" includes but is not limited to, one or more of the following:

- a) Entities which provide water or sewer services;
- b) Public health entities;
- c) Emergency management agencies;
- d) Nuclear power facilities and responders;
- e) Hazardous materials teams, other than as defined in Section 1.3(f) of this Agreement;

- f) Search and rescue or search recovery teams;
- g) Highway transportation maintenance including but not limited to the Iowa Department of Transportation and local county engineers;
- h) Snow removal;
- i) Waste removal;
- j) Entities which provide electric, gas, or other utilities;
- k) College or university services;
- l) Schools and school districts;
- m) Airports and aviation services;
- n) Towing services;
- o) Any other public services deemed appropriate by ISICSB.

1.5 The “Iowa statewide interoperable communications system” (ISICS), also referred to as the “Iowa radio interoperability platform” means the statewide integrated public safety communications interoperability system described in Iowa Code Section 80.28.

“ISICS” is more specifically described as a Project 25 (P25) 700/800 MHz Phase 2, two-slot, 6.25 kHz, Time Division Multiple Access (TDMA) platform, DAQ at 3.4 with GOS of 1% or less, designed initially to provide 95 percent mobile coverage across Iowa’s geographic area. This platform is optimally designed for use by 700/800 MHz two-slot, TDMA subscriber units to ensure efficient effective use of the slots/channels available.

1.6 “Interoperability” means the ability of public safety and public services and their personnel to communicate and to share data on an immediate basis, on demand, when needed, and when authorized.

1.7 “Platform” means statewide operations, interoperability, and redundant backup systems.

1.8 “Network” is two or more systems connected together or connected to one or more other system(s), but lacking statewide operations or coverage.

1.9 “System” is a single stand-alone communications system of less than statewide coverage which has the capability to operate autonomously, and which can be connected to a network or platform.

1.10 “Equipment” includes but is not limited to towers, antennas, cables, emergency generators and other tangible items necessary for the platform to operate within contractual guidelines.

1.11 “Subscriber unit” refers to any Project 25 type accepted radio equipment and ISICS-approved equipment that can be deployed or used on the platform, and includes but is not limited to any radio, agency radio, or any kind or type of radio for use by an individual, or any equipment deployed on ISICS or which may become connected to ISICS, whether directly or indirectly. In addition radio communications equipment must be certified under DHS P25 CAP program.

1.12 “User fee” means a fee, cost, payment, reimbursement or benefit of any kind that is required as a condition for a subscriber or other USER to access and use ISICS. “User fee” does not prohibit fees or other costs for access to or use of local operational communications that are separate from ISICS.

1.13 “System Administrator” means the Department of Public Safety and its designated employees which have the management and oversight of the ISICS platform, including but not limited to: grade of service; adding and removing user IDs or subscriber units on ISICS; day to day operations; coordination of networks or systems; future changes, including but not limited to expansions, modifications, upgrades, or enhancements of software, hardware, or both; activating, re-activating, or deactivating subscriber units; and carrying out the decisions of the User Group Committee and the ISICSB relating to the use or continued use of ISICS by USER. The System Administrator has the primary responsibility for maintaining the overall system platform performance to keep operations working for the greatest number of users of ISICS.

Section 2. Purpose.

2.1 The ISICSB and USER mutually desire to enter into this Agreement. The purpose of the Agreement is to:

- 2.1.1 Allow the USER to connect with and access the Iowa statewide interoperable communications system (ISICS) platform for operability and/or interoperability, and to share any and all enhancements made by USER without any additional cost with any other user authorized to use ISICS;
- 2.1.2 Enhance the ability of public safety and public services personnel to communicate and share voice/data communications across disciplines and geographical boundaries on an immediate basis, on demand, when needed, and when authorized;
- 2.1.3 Establish minimum criteria for and configuration of subscriber units used on this platform;
- 2.1.4 Ensure that any subscriber units or equipment deployed on or connected to ISICS are maintained pursuant to all requirements established by the ISICSB, including but not limited to the requirements published at (<https://isicsb.iowa.gov>), and which include but are not limited to current Project 25, 700/800 MHz 6.25 kHz two-slot Phase 2 TDMA, or future hardware and software standards which may be necessary for security, management of platform, maintenance of infrastructure and subscribers, and other elements as determined by the ISICSB User Group Committee (UGC);
- 2.1.5 Ensure that USER will, at USER’s own cost, abide by any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB as a part of the development, management or operation of the ISICS platform.

Section 3. Authority.

3.1 The Iowa Department of Public Safety and the Iowa Department of Transportation are agencies of the State of Iowa. The Iowa Department of Public Safety is established pursuant to Iowa Code section 7E.5(1)(o) and created in Iowa Code Section 80.1, and the Iowa Department of Transportation is established pursuant to Iowa Code section 7E.5(1)(r) and created in Section 307.2.

3.2 The Iowa Statewide Interoperable Communications System Board (ISICSB) is established pursuant to Iowa Code Section 80.28. The statutory authority and duties of the ISICSB are described in Iowa Code Sections 80.28 and 80.29.

3.3 The USER has authority to enter this agreement as a governmental entity that is either a subdivision of the State of Iowa under the Iowa Constitution or Iowa laws; or is a separate legal entity created pursuant to Iowa Code Chapter 28E, Iowa Code; or is public safety as defined in Section 1.3 of this Agreement; or is public services as defined in Section 1.4 of this Agreement.

3.4 "USER" also includes governmental entities or 28E boards who contract from another governmental entity or a non-governmental entity for public safety or public services.

Section 4. Duration.

4.1 This Agreement shall continue in force and effect until terminated. Either party may terminate this Agreement without cause by giving written notice to the other party at least three hundred sixty-five days (365) prior to the date of termination in the Notice; or, this Agreement may be terminated by mutual agreement.

4.2 The ISICSB, in its sole discretion, may also terminate this Agreement immediately as set forth in this Agreement for violations of any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB, if such action is necessary as determined by the ISICSB. Notice of any such termination shall be provided in accordance with Section 5 of this Agreement.

4.3 The ISICSB may also terminate this Agreement at any point if sufficient funding is not appropriated; and if such funding is not available from other funding sources, in the sole determination of ISICSB.

Section 5. Notifications.

Any notice required to be given under this Agreement will be provided in writing to:

Iowa Statewide Interoperability Communication System Board

Attn: ISICS System Administrator
Iowa Department of Public Safety
Oran Pape State Office Building
215 East 7th Street
Des Moines, IA 50319
AND by email to: iowanet@iowa.gov

USER/Public Safety/Public Services: _____

By: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Phone Number: _____

Email: _____

Section 6. Participation

6.1 It is mutually understood and agreed that all decisions regarding participation of the USER in the ISICS require the approval of the ISICSB. Only after the application is accepted and the MOA has been approved and signed by all parties can the USER move forward with the process of connecting to ISICS.

6.2 Older technology Frequency Division Multiple Access (FDMA) 12.5 kHz subscriber units consume twice the radio spectrum compared to TDMA radios for which ISICS was designed. FDMA radios and equipment may be deployed on or connected to ISICS only with the express written approval of the ISICSB.

6.3 The Board may contact the USER to request additional information about the USER's use of the system and those elements affecting grade of service of the system period.

6.4 The ISICSB or their representatives may also work cooperatively with the USER to assist the USER in gathering necessary information and documentation to comply with the technical and operational data collection requirements for connection to ISICS.

6.5 The ISICSB has the sole authority to make the final decision as to whether a particular USER is allowed to connect to or use ISICS. The ISICSB will not unreasonably withhold approval.

6.6 If the ISICSB or ISICS system administrator determines that a USER, any equipment, or any subscriber unit is not in compliance with any of the federal or state laws, rules and regulations; or any of the rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB for participation in and use of the ISICS, the system administrator may terminate that USER's, unit's or equipment's connection to and use of ISICS, or terminate the USER or the non-compliant unit or equipment from the platform. This termination may be immediate if it is determined the USER, unit, equipment, or usage of ISICS is compromising the safety, security, integrity or use of the ISICS regardless of whether the problem is the fault of the USER. The ISICSB will notify the USER within 72 hours of the circumstances which led to the immediate disconnection of USER, unit or equipment from ISICS. The ISICSB has the sole discretion to determine whether grounds exist to terminate the

USER, unit, or equipment from ISICS. While efforts will be made to notify USER or the owner of the unit or equipment prior to any termination of services or disconnection of the equipment ISICSB does not owe a duty to keep the USER or the unit or equipment connected if the USER, unit, or equipment is non-compliant. If a USER, unit, or equipment is terminated, the ISICSB may, in its discretion, decide to not allow the USER, unit or equipment to again connect to and use ISICS.

If USER, or a unit or equipment is immediately terminated and it is later determined that the USER, unit or equipment will no longer be allowed on ISICS, the ISICSB shall provide written reason(s) for the decision to USER or the unit's or equipment's owner, and shall also including the requirements, if any, that USER or the unit's or equipment's owner may do to correct the matter causing termination and again rejoin ISICS.

6.7 USER, including any and all public safety and public services included in USER's application, agree to abide by any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established or published by the ISICSB as a condition of continued participation on ISICS. USER shall also designate a representative as a non-voting member of the UGC committee. It is preferred, but not required, that the representative be a member of public safety that is part of USER's application and within the geographical boundaries of USER.

6.8 Review of decisions made by the ISICSB shall be in accordance with 661---600.5[80], Iowa Administrative Code, and Iowa Code Chapter 17A.

Section 7. No User Fees

7.1 The funding for the construction and operating costs of the Iowa Statewide Interoperability Communications System is through state appropriations. The ISICS is owned and/or leased by the State of Iowa, and authorized USERS will be allowed to connect their approved radio equipment with ISICS and use ISICS for voice radio communication purposes. Neither USER nor any other political subdivision of the State of Iowa, nor any public safety nor public services has any ownership interest in ISICS as a result of signing this Agreement; purchasing, adding, or upgrading equipment; or connecting to or using ISICS. Any additional equipment which may be purchased which may be construed as adding or upgrading equipment to enhance or improve or connecting to or for using ISICS shall be at the sole expense of the USER or the owner of the unit or equipment and will not be reimbursed by the State of Iowa or ISICS. At this time, there will be no user fees charged or collected for the use of ISICS by the State of Iowa. As part of this agreement, the USER understands and agrees that USER may not charge a fee as part of connecting to or using ISICS, and may not charge a fee for the use of any changes, upgrades, expansions, or enhancements made by USER as part of connecting to or using ISICS.

Section 8. Duties and Responsibilities of USER, Public Safety, and Public Services

8.1 USER, including any and all public safety and public services acknowledge its/their obligation to be aware of and comply with any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB, related to the use of ISICS, including but not limited

to radio user training requirements, radio operating guidelines, audit, monitoring and compliance. USER, including any and all public safety and public services that are a part of USER's application further understand and agree that those same federal or state laws, rules and regulations; and rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB are applicable to personnel from the USER and all public safety and public services which are part of USER's application and who are issued radios for operation on ISICS. USER shall also ensure that any and all software releases and/or software upgrades required by the ISICSB shall be installed at the expense of USER, or the unit's or equipment's owner. USER, including any and all public safety and public services that are a part of USER's application shall also ensure that all radios and other equipment deployed on or connected to ISICS are in compliance with any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB. These expenses shall not be reimbursed by the State of Iowa or the ISICSB.

8.2 The ISICSB website is: <https://isicb.iowa.gov>. The USER understands and agrees that it is USER's responsibility to monitor the website for information regarding ISICS and information regarding updates and upgrades that may affect the USER's, public safety's or public services' access to and use of ISICS, or, their equipment. The ISICSB will also provide notifications through other means including but not limited to emails.

8.3 USER further agrees to arrange for and provide information regarding end radio user training of all personnel who will be using a subscriber unit on ISICS, including but not limited to: required training; persons authorized to program equipment or subscriber units on ISICS; proper radio usage; operation of the ISICS system; use of interoperability talk groups; the type of acceptable encryption and encrypted talk groups; storm plans in the event of catastrophic overuse of the system; backup or disaster procedures in the event of impairments to ISICS; interoperability protocols and standards; and understanding of and conformance to any and all federal or state laws, rules and regulations, and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB.

8.4 USER understands that the State of Iowa is the owner/lessee of ISICS. USER and any and all public safety or public services which are a part of USER's application agree to conform to and abide by any and all of the ISICSB's rules, regulations, policies, procedures, protocols, guidelines, standards or requirements, whether technical or operational guidelines as applicable, and whether posted to the ISICSB website or sent directly to USER. USER and any and all public safety or public services which are a part of USER's application understand that those same technical and operational rules, regulations, policies, procedures, protocols, guidelines, standards or requirements are applicable to the personnel of USER or public safety or public services which are a part of the USER's application and who are issued subscriber units to be used on ISICS. USER and any and all public safety and public services that are a part of USER's application agree and acknowledge their obligation to be aware of and conform to federal laws, rules, regulations pertaining to the use of ISICS, including but not limited to the Communications Act of 1934 as amended and Part 90 of the Federal Communications Commission Rules and Regulations.

8.5 If USER becomes aware that any USER personnel or personnel from public safety or public services which are part of USER's application may have violated any federal or state laws, rules and regulations; or any rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB or any of the provisions of this Agreement, USER agrees to take immediate and appropriate investigative and any necessary corrective action to stop the violation and eliminate any reoccurrence. USER further agrees to promptly, within 24 hours, notify the ISICSB system administrator of the improper use or violation by contacting the system administrator of the ISICSB at the contact information listed on the website.

8.6 USER, including any public safety or public services that are a part of USER's application agree to immediately notify the ISICSB of any missing, lost or stolen subscriber units so the units can be de-activated and removed from access on the system. To re-activate a unit, USER or the unit's owner may contact the system administrator. The system administrator shall determine whether re-activation should occur. Re-activation shall not be unreasonably withheld.

8.7 The ISICSB may de-certify subscriber units or radio operating software versions which become obsolete for reasons that include but are not limited to: 1) which are unsafe to use; 2) which impair the performance of ISICS; 3) which are no longer supported by the radio manufacturer; 4) which are no longer supported by the ISICSB; 5) which exhibit substantial defects; 6) which impair implementation of system upgrades; 7) which have become unreliable; or 8) which become economically unfeasible to maintain. Except in those cases affecting safety or performance impacts to ISICS, the ISICSB will make reasonable efforts to avoid de-certification of radios leased to or owned by USER or public safety or public services that are a part of USER's application which have not been fully depreciated, as determined by the original purchase date as "new" equipment after the date of manufacture, and will further make reasonable efforts to provide USER, public safety or public services that are a part of USER's application with one (1) year of advance notice prior to decertification. Decertified radios or radios operating with decertified software will not be allowed to access or use ISICS, unless such radios and software are brought into compliance with current ISICS policies, procedures and other requirements.

8.8 After review and approval of the USER's application, the ISICSB will allocate to USER, on a fair and non-discriminatory basis, sufficient system resources including but not limited to talk groups, announcement groups, and radio unit IDs to provide USER and the public safety and public services that are a part of USER's application with the grade of service identified on the fleet map approved by the ISICSB. USER further understands that if USER desires additional resources to provide additional usage, then USER shall be responsible at USER's sole expense for the additional upgrades and infrastructure to ISICS to carry the additional traffic load, and such upgrades and infrastructure will not be reimbursed by the State of Iowa or ISICS. Talkgroups and radio units may be prioritized to ensure that emergency communications will always have first priority. The USER shall also enter into an appropriate maintenance agreement or addendum to an existing maintenance agreement that will include all software and equipment, and provide a copy to the ISICSB.

8.9 Any upgrades or additions to infrastructure and equipment must allow for all ISICS users to benefit, not just the USER. Any additional infrastructure that is leased or constructed by the USER and which is connected to ISICS with the agreement of the ISICSB shall be covered in an addendum to this agreement and incorporated by reference. USER agrees that in all cases, unless USER makes specific application to ISICSB and Board approves USER's application for exclusive use of the additional infrastructure, all new towers or ISICS transmit/receive locations shall have operational interoperability channels, and any necessary supporting equipment including but not limited to repeaters and emergency power battery backup in all channel bands in accordance with any applicable federal or state laws, rules and regulations; or any rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by ISICSB or any of the provisions of this Agreement. Additionally, all such equipment shall be installed and maintained by USER at the USER's expense. All system users shall have access to all interoperability channels of ISICS regardless of whether USER or another agency or entity pays for the improvements, enhancements, equipment or increased system capacity. The ISICSB may allow partitioning to occur, to enable a USER to upgrade and add equipment to benefit the USER's main operational communications, so long as the USER also allows unlimited access to ISICS of at least two (2) talk groups for ISICS users which allows for the user to monitor those talk groups for officer safety.

8.10 The USER understands and agrees that the quality of service must be maintained on ISICS. If the USER adds additional subscribers or subscriber units which affect the quality of service, the USER shall be required to add or upgrade equipment at the USER's cost as needed to ensure that the quality of service remains the same. USER also understands and agrees to maintain current system release levels of ISICS in accordance with the information posted on the ISICS website.

Section 9. Administration

9.1 The ISICSB shall carry out its statutory duties contained in Iowa Code Sections 80.28 and 80.29 for interoperable communications.

9.2 It is the intent of the ISICSB to allocate to USER sufficient resources on ISICS to provide USER with an appropriate level of statewide interoperable service. If equipment or infrastructure upgrades are required, USER is required to provide those upgrades in order to access and use ISICS, at the USER's sole expense, and which will not be reimbursed by the State of Iowa or by the ISICSB.

9.3 The ISICSB has the sole responsibility and authority to administer the ISICS database records relating to the USER's radios and use of ISICS, and records containing the information related to inventory of equipment accessing or operating upon ISICS including but not limited to, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, and other information for USER's subscriber radios on ISICS. Such records are confidential records under state and federal law.

As part of its duties, the ISICSB or authorized ISICS personnel may periodically monitor talk groups for system management purposes. Such monitoring may be without notice and may

be recorded. The ISICSB, User Group Committee or system administrator may conduct or arrange for periodic audits of ISICS. The audits may be with or without notice to the USER, public safety or public services using ISICS. The audits may include but are not limited to monitoring talkgroups for proper or improper usage and identifying unused subscriber units and talkgroups. The results and any issues identified in the audits will be shared with and discussed with USER and the public safety and public services that are part of USER's application, as appropriate in the discretion of the ISICSB.

9.4 The ISICSB shall hold and administer all FCC licenses required to operate ISICS on behalf of the users of ISICS. USER shall operate as authorized mobile, portable, and control station units under the applicable ISICS state radio station FCC radio licenses. Any additional local channels required by the USER will be licensed by the USER. The ISICSB will only be responsible for the statewide channels.

9.5 USER acknowledges that complete coverage of any area at all times is improbable. There may be adverse transmission conditions such as short-term unpredictable meteorological effects and other interference or conditions that can interrupt ISICS. Likewise, there can be other causes beyond the reasonable control of the ISICSB that may require corrective devices or software programming at the USER's expense, which will not be reimbursed by the State of Iowa or by the ISICSB.

Section 10. Confidentiality

10.1 To the extent authorized by federal and state law, the following records and information, including but not limited to: the system data files, the system key files, encryption key files, location of cores, core equipment, relay stations, equipment locations, USER IDs, system WACN, and any other information which may compromise the security and/or integrity of the ISICS platform are confidential records and may not be released or in any manner disseminated to any unauthorized person. In the event that any USER, public safety or public services learns that any person, entity or agency has improperly disseminated or obtained any confidential information regarding ISICS, the USER, public safety or public services will immediately notify the ISICSB of the breach and take appropriate actions including but not limited to restricting access of USER, public safety or public services personnel to ISICS and terminating the affected units and equipment from ISICS.

Section 11. Entire Agreement

11.1 This document is the entire agreement between the parties. This agreement may be amended in writing from time to time by mutual consent of the parties and additional terms added through an addendum to this agreement. All amendments and addendums to this agreement shall be fully executed by both parties, and shall be incorporated by reference and attached to this agreement.

Section 12. No Joint Venture

12.1 This Agreement does not create a joint venture, partnership, or employment relationship between the parties. This Agreement is not created pursuant to Chapter 28E, and is not an exercise of joint powers.

Section 13. Liability

13.1 Each party agrees, to the extent allowed by law, to assume all risks of liability arising out of the party's operations conducted pursuant to this Agreement. To the extent allowed by law, the full legal and financial responsibility for injury, disability or death of an employee shall remain with the employee's respective employer.

13.2 Provided, however, that liability for any negligent or willful acts undertaken outside the terms of this MOA will be the sole responsibility of the respective employee and/or party involved.

Section 14. Severability

14.1 If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this agreement.

Section 15. Execution

15.1 It is mutually understood and agreed that this Agreement is effective when the agreement has been approved and signed by the USER's governing board if any, or signed by the public safety's or public services' authorized official, and, approved and signed by the ISICSB and approved by the appointed official of the agency.

IN WITNESS HEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Memorandum of Agreement and have caused their duly authorized representatives to execute this agreement.

Iowa Statewide Interoperability Communications Board

By: _____ Date: _____

Name: _____

Title: _____

(USER/Subscriber)_____

By: _____ Date: _____

Name: _____

Title: _____

Iowa Department of Public Safety

By: _____ Date: _____

Name: _____

Title: Commissioner

Iowa Department of Transportation

By: _____ Date: _____

Name: _____

Title: Director