



**U.S. DEPARTMENT OF THE INTERIOR
OFFICE OF THE CHIEF INFORMATION OFFICER
ENTERPRISE INFRASTRUCTURE DIVISION
WIRELESS PROGRAMS AND SPECTRUM MANAGEMENT OFFICE**

***CONTRACT WITH THE STATE OF SOUTH DAKOTA
FOR USE OF STATE-WIDE TRUNKING COMMUNICATIONS SYSTEMS***

DOI / State of South Dakota Master Contract Agreement
State of South Dakota Radio Trunk System

Table of Contents

PREAMBLE	3
EXPLANATORY RECITALS	3
AGREEMENT	4
TERMS	4
RESPONSIBILITIES OF THE STATE.....	4
RESPONSIBILITIES OF THE DOI.....	4
COMPLIANCE WITH NTIA AND FCC REGULATIONS.....	5
OWNERSHIP, OPERATION, MAINTENANCE, AND REPLACEMENT.....	5
STATE OF SOUTH DAKOTA AVAILABILITY OF FUNDS.....	5
COMPLIANCE	5
SIGNATORIES	7

**U.S. DEPARTMENT OF THE INTERIOR
OFFICE OF THE CHIEF INFORMATION OFFICER
ENTERPRISE INFRASTRUCTURE DIVISION
WIRELESS PROGRAMS AND SPECTRUM MANAGEMENT OFFICE**

*CONTRACT WITH THE STATE OF SOUTH DAKOTA
FOR USE OF STATE-WIDE TRUNKING COMMUNICATIONS SYSTEMS*

PREAMBLE

This Contract is made this 10th day of MARCH, 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 South Dakota, 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 South Dakota 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, hereinafter called the South Dakota Interoperable Communications Network, is being built with adequate capacity for the State and other agencies to use.

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 their South Dakota Interoperable Communications Network and frequencies.

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 State's Backbone Architecture.

The DOI has requested, and the State has agreed, to allow the DOI to use the State's South Dakota Interoperable Communications Network at no cost to the DOI and its Agencies.

DOI / State of South Dakota Master Contract Agreement
State of South Dakota Radio Trunk System

The State has requested, and the DOI has agreed to provide for DOI NTIA assigned frequencies for the State to integrate within their South Dakota Interoperable Communications Network.

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 South Dakota Interoperable Communications Network 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 10 working days 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 South Dakota Interoperable Communications Network.

A DOI station will have access to the South Dakota Interoperable Communications Network on the same basis as the State's stations and in the worse-case within 10 seconds of the request.

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 the South Dakota Interoperable Communications Network and coordinate its 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 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, except as otherwise specifically set out in this contract.

STATE OF SOUTH DAKOTA AVAILABILITY OF FUNDS

The DOI agrees that this Contract depends upon the continued availability of appropriated funds and expenditure authority from the State of South Dakota 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.

In carrying out the responsibilities of the DOI under this contract:

- 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.


DOI / State of South Dakota Master Contract Agreement
State of South Dakota Radio Trunk System

DOI COTR: Mr. Christopher H. Lewis
National Radio and Spectrum Program Management Office
U.S. Department of the Interior
Office of the Chief Information Officer
12201 Sunrise Valley Drive
Mail Stop 241/2P101
Reston, VA – 20192
(703) 648-5550

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: SANJEEV BHAGOWALIA
Title: CHIEF INFORMATION OFFICER
Address: 1849 C STREET NW, ROOM 7457
WASHINGTON DC 20240

Phone:
Fax:

FOR THE STATE OF South Dakota

Signature: 
Name: Otto Doll
Title: Commissioner
Address: 700 Governors Drive
Pierre, SD 57501

Phone: 605-773-5110
Fax: 605-773-6040