



State of Wyoming

Mark Gordon
Governor

Public Safety Communications Commission

Mark Harshman
Chairman

WYOLINK MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is entered into by and between _____
_____ (the “Member”),
whose address is _____,
and the State of Wyoming, by the Wyoming Public Safety Communications Commission (WYPSCC and/or WyoLink), whose address is, Wyoming Public Safety Communications Commission, 2001 Capitol Avenue, Cheyenne, WY 82002.

I. PURPOSE

WyoLink is a multi-site dedicated public safety wireless communications system providing, among other things, 94% all-weather mobile radio coverage to its Members. Member benefits and services include, but are not limited to, a VHF digital FM signal, multiple system redundancies with backup power, a wide range of talkgroups, auto affiliation and de-affiliation, electronic identification on all transmissions, 99% microwave system reliability, encryption availability, emergency alert availability, system security, radio interoperability, 24-hour a day system management, and Member radio use training.

II. WYOLINK COMMUNICATIONS SERVICES

- A. Talkgroups** - Talkgroups are assigned to Member agencies on an as needed basis. All agencies requesting talkgroups complete an Authorization for New Talkgroup or System Access showing the justification for the desired talkgroups and mail/deliver the original to WYPSCC.
- B. System Management** – WyDOT is responsible for the selection of WyoLink personnel, operation, upgrades and enhancements, management, maintenance of WyoLink, and the services provided under this Membership Agreement.
- C. Training** – A Member’s employees and other personnel will receive formal WyoLink radio user training and if requested by the Member, “train the trainer” training as part of WyoLink ongoing operation responsibilities. Requests for training will be scheduled on a first come first serve basis, except for emergency requests, which will be processed on a priority basis. All training is scheduled through WYPSCC Administrative Support, with classes being conducted by WyoLink approved instructors..
- D. WyoLink Support Center (WSC)** - The WyoLink Support is available 24 hours 365 days per year.

- E. Emergency Alarm Availability** – If the Member possesses a 24-hour dispatch center capable of receiving control data associated with all its talkgroups and the Member can verify to WyoLink that it has the capacity to monitor and supervise the Emergency Alert, this feature is available to the Member. Neither the WSC nor Wyoming Highway Patrol Dispatch Centers will serve as back-up for monitoring Emergency Alerts if the Member chooses this feature.
- F. WyoLink Electronic and Infrastructure Maintenance** - WyoLink provides complete monitoring, inspection, and maintenance programs for all WyoLink tower sites and system infrastructure.
- G. WyoLink System Redundancy and Security** - WyoLink provides a high system redundancy called fault tolerance. With fault tolerance, a single point failure will generally not result in negative system wide performance. In the case of a catastrophic event, the rest of the system will continue to function in a conventional radio communication manner.
- H. WyoLink Disaster Recovery Plan** – WyoLink maintains a Disaster Recovery Plan to cover WyoLink communications services. “Disaster” means any unplanned interruption of operations, which materially affects the ability of WyoLink to provide communication services to a Member. The Disaster Recovery Plan also contains a protocol for determination or declaration of a Disaster and an escalation procedure for dealing with a Disaster, if one is declared.
- I. WyoLink Performance Standards and Monitoring** – WyoLink utilizes automated performance standards and automated diagnostics, which are monitored. System monitoring is maintained at the WyoLink Support Center and zone controllers on a daily basis..
- J. WyoLink Upgrades and Enhancements** – “Upgrades” are changes made to WyoLink to assure compliance or to improve upon previously existing features and operations of WyoLink. Upgrades are provided to all Members. “Enhancements” are modifications made to WyoLink services or systems that add functions or features not originally part of WyoLink or the services requested by the Member.

IV. MEMBERS OBLIGATIONS

- A. Member Radio Equipment** – The Member may only use WyoLink-approved radio equipment.
- B. Radio Maintenance and Repair** – The Member is responsible for proper maintenance and repair of its radio equipment in accordance with appropriate FCC requirements. The Member’s authorized service provider and the service provider’s credentials will be reviewed by WyoLink to assure the service provider understands and can comply with

WYPSCC standards, guidelines, and protocols and is “qualified” to service the Member’s radio equipment.

- C. **Radio Configuration and Licensing** - The Member is responsible, through an authorized service provider, for all Customer Programming Software (CPS) licensing, software maintenance, troubleshooting, and upgrades/ enhancements.

The Member is responsible for changing all agency specific configurations in the subscriber equipment. The Member is responsible for all security and auditing of all configurations. The Member is responsible for restoring all configurations for field subscriber software or hardware. The Member is responsible for backing up agency specific configurations for any field subscriber software and hardware.

- D. **Recording of Channels** - WyoLink does not record talkgroup information exchanges. Each agency is responsible for its own recording of any interchange of information from or to its personnel on its agency talkgroups, on any MAT talkgroups, or other channels it utilizes.

- E. **Scheduled Maintenance** - The Member may make a written request for an alternate time for scheduled maintenance via electronic mail 48 hours in advance of the scheduled maintenance time. While WyoLink will make every reasonable effort to accommodate the Member’s request, WyoLink reserves the right to perform maintenance whenever WyoLink deems it necessary. If no written request to reschedule maintenance is received from the Member, maintenance will proceed as planned.

- F. **Third Party Agreement** - If the Member enters into an agreement with another party for maintenance and programming services related to the scope of this agreement, WyoLink will not be a party to that agreement. The Member does not represent WyoLink and cannot make commitments on WyoLink’s behalf.

- G. **No Personal Business** – No personal business may be conducted on WyoLink by the Member, its employees, or authorized agents, including volunteers and the Member’s authorized service provider.

- H. **Compliance with Federal and State Laws** – The Member will comply with all current and future Federal Communications Commission (FCC) and National Telecommunications and Information Administration (NTIA) laws, rules, and regulations, and all Wyoming Public Safety Communications Commission rules, and regulations, and WYO. STAT. §§ 9-2-1101 through 9-2-1104, as amended, as these relate to public safety communications.

- I. **Compliance with WyoLink Guidelines, Procedures, and Protocols** – The Member will comply with all WYPSCC guidelines, procedures, and protocols governing the operation and use of WyoLink. The Member will comply with all advisories and/or recommendations of the WYPSCC, including but not limited to recommendations and the termination of services. Copies of these recommendations and advisories shall be

provided to the Member upon adoption by the WYPSCC. Proposed guidelines, procedures and protocols shall be provided to the Relationship Manager prior to being adopted by the WYPSCC. The Relationship Manager may provide comments and/or suggest changes to the guidelines, procedures and protocols established by or proposed by the WYPSCC.

- J. System Management** – The Member will comply with WyoLink System Management in order to assure the safe and efficient operation of WyoLink for all Members.
- K. Trained Personnel** - The Member will not permit any employee or other personnel, including volunteers, to use WyoLink until such individual(s) have received WyoLink radio user training.
- L. Relationship Manager** - The Member will appoint one of its employees to serve as its Relationship Manager. The relationship manager will be responsible for authorization of template modifications, coordination of new radios onto WyoLink, providing fleetmapping data to the WyoLink Support Manager for record keeping purposes, providing after hour emergency telephone numbers, and attending member group meetings necessary for the safe and efficient operation of WyoLink. Notification of any change of the relationship manager shall be submitted in writing to WyoLink within 20 calendar days.
- M. Corrective Action** – In order to protect the integrity, security, safety, and efficient operation of WyoLink for all its Members, the Member will take appropriate corrective action against any of its employees who violate WyoLink guidelines, procedures, or protocols.
- N. Abuse of Member Privileges** – Repeated violation of WYPSCC guidelines, procedures, protocols, or violation of the Membership Agreement may result in termination of the Membership Agreement subject to the review and recommendation of the WYPSCC Executive Committee to the WYPSCC Executive Director. The decision of the Executive Director may be appealed per the Wyoming Public Safety Radio Communications Rules.

V. WYOLINK RESPONSIBILITIES

- A.** WyoLink shall provide Digital Trunked Voice Radio System maintenance and administration services including, but not limited to:
 - 1. Software or configuration updates when they are received from the vendor,
 - 2. Security vulnerability information when received from the vendor,
 - 3. Centralized tracking mechanism for addressing software issues associated with the vendor,

4. Ensuring the necessary network connectivity is available for only the core WyoLink infrastructure and affiliated modules.
- B.** WyoLink shall perform preventive system maintenance and administration per vendor's recommendations.
 - C.** WyoLink shall be responsible for ensuring necessary network connectivity is available for only the prescribed or authorized product and affiliated modules.
 - D.** WyoLink shall be responsible for backups, modifications, restorations of any global configurations pertaining to the WyoLink system applications.
 - E.** WyoLink shall be responsible for establishing a process to develop templates, administer and maintain a template server, and change management control.
 - F.** WyoLink shall provide on call Technical Staff Support twenty four (24) hour, seven (7) days per week. Office Hours Telephone: 307-777-4440 – After Hours Telephone: 307-777-4321
 - G.** WyoLink will notify the Member in both emergency and non-emergency situations that may require one or more of the Member's applications or functions be disabled for any period of time.
 - H.** WyoLink will notify the Member's Relationship Manager of scheduled system maintenance outages at least one week in advance and will provide an additional reminder at least 48 hours in advance. Maintenance tasks will be scheduled during non-peak periods as defined by the Member. WyoLink will also notify the Member's help desk or system administrators at least 24 hours before and again 1 hour before starting maintenance.
 - I.** WyoLink will notify the Member's Relationship Manager concerning outages as far in advance as possible.
 - J.** WyoLink and the Member will jointly make decisions regarding application and other capacity planning requirements by meeting as needed. WyoLink and the Member will meet as needed to review compliance with the agreement and to discuss any outstanding issues related to service delivery. WyoLink will be responsible for scheduling the meetings.

VI. DURATION, CANCELLATION & TERMINATION OF MEMBERSHIP

Membership in the WyoLink will remain in effect until canceled by either party upon 90 days written notice to either party.

- A.** Subject to review and recommendation by the System Manager to the WYPSCC Executive Director, the Membership Agreement may be canceled by WYPSCC for

violation(s) of the terms and conditions of the Membership Agreement upon 30 days written notice to the Member. The decision of the Executive Director may be appealed to the WYPSCC per the Wyoming Public Safety Radio Communications Rules.

- B. If this Membership Agreement is canceled for any reason, WyoLink will provide all reasonable assistance requested by the Member to allow for the orderly transfer of services to the Member or its designee for up to six (6) months after the Membership Agreement is canceled.

VII. MISCELLANEOUS

- A. **Waiver** - The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement.
- B. **Amendments** - Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement
- C. **Applicable Law/Venue** - The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The parties agree the courts of the State of Wyoming shall have exclusive jurisdiction over any legal action arising out of this Agreement and over the parties, and that the venue of any such legal action shall be in the First Judicial District, Laramie County, Wyoming
- D. **Headings** – The headings given to the sections and paragraphs of this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. **Force Majeure** - Neither party shall be liable for failure to perform under this agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- G. **Sovereign Immunity** - The State of Wyoming, the Public Safety Communications Commission and Member do not waive sovereign immunity by entering into this agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to WYO. STAT. § 1-39-104(a) and all other state law. Member

retains all immunities and defenses provided by law including WYO. STAT. §§ 1-39-101 *et seq.*

- H. Severability** - Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- I. 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 Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this agreement.
- J. Entirety of Agreement** - This Agreement, consisting of seven (7) pages and Appendix 1, consisting of one (1) page, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

VIII. SIGNATURES

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

MEMBER:

[Name and Title]

Date

WYOMING PUBLIC SAFETY COMMUNICATIONS COMMISSION:

[Name and Title]

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:

[Name and Title]

Date