

**MEMORANDUM OF UNDERSTANDING (MOU)
RELATING TO RADIO INTEROPERABILITY**

This Agreement is entered into this ____ day of _____, 2016, by and between Escambia County, Florida, through its Public Safety Department ("Escambia"), Santa Rosa County, Florida, through its Public Safety Department ("Santa Rosa"), the City of Pensacola Police Department ("PPD"), and the City of Gulf Breeze Police Department ("GBPD").

WITNESSETH:

WHEREAS, the parties desire to enter into this MOU to establish the terms and conditions whereby the parties shall cooperatively utilize their resources for the purpose of providing radio interoperability and radio channels/talk groups for mutual aid response.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, Escambia, Santa Rosa, PPD and GBPD agree as follows:

1. Recitals. The recitals contained in the preamble are true and correct and incorporated herein by reference.
2. Purpose. The purpose of this MOU is to establish the terms and conditions whereby the parties shall cooperatively utilize their resources for the purpose of providing radio interoperability and radio channels/talk groups for mutual aid response utilizing 700MHz, 800MHz, and Conventional Digital UHF Motorola P25 Radio System.
3. Master Core. Escambia County owns the P25 Master Core public safety communications system, which is maintained at the Escambia County Public Safety Building. This system shall serve as the basis for radio interoperability between the parties as provided in this MOU.
4. Radio Interoperability Representatives. Each party to the MOU shall appoint at least one individual to serve as a radio interoperability representative. The designated representatives will meet biannually or as necessary to review and amend relevant radio interoperability policies/procedures. The Escambia County Communications Manager will facilitate all meetings.
5. Authorization. Each party's designated representative(s) will approve/authorize channels/talk groups that may be displayed and available for patch or direct use on each agency's Motorola MCC 7500 Communication Consoles. Agencies shall not monitor, patch, or communicate via other agency's channels/talk groups without express approval.
6. Maintenance. Each party shall maintain their respective equipment and related components in good working order and remain solely responsible for any maintenance costs or expenses. All site and frequency licensing fees shall be the sole responsibility of the license holder.
7. Mutual Aid and Usage Requests. Any agency requesting mutual aid response will assign the frequency/channel for incident operations. Santa Rosa, GBPD, and PPD will implement frequency/talk group patches as appropriate or as needed for discrete, direct talk group assignment. Patches will be terminated immediately upon completion of responding unit assignment.

8. During the term of this MOU, the parties shall:
- Manage the use of frequency/talk group patches and direct assignment by its employees and ensure procedural compliance.
 - Use interoperability frequency/talk group patches authorized hereby for the intended purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident.
 - Use interoperability frequency patches or direct assignment for on-incident communications in accordance with the Incident Communications Plan established by the on-scene Incident Commander.
 - Prioritize use of the interoperability frequency/talk group:
 - Emergency or urgent operation involving imminent danger to life or property.
 - Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications.
 - Special event, generally of a pre-planned nature.
 - Joint training exercises, and Inter-agency and en route communications.
 - Implement radio communications procedures consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) including:
 - Use "plain language" without 10-codes or agency-specific codes/jargon;
 - Use the calling protocol: "Agency-Unit #, **this is** Agency-Unit #", rather than "Unit # to Unit #".
- Examples:** "ESCAMBIA ENGINE SEVEN, SANTA ROSA", "SANTA ROSA ENGINE TWENTY, ESCAMBIA", "PENSACOLA ENGINE ONE, ESCAMBIA", "ESCAMBIA ENGINE THREE, PENSACOLA" and "GULF BREEZE ENGINE THIRTY-THREE, PENSACOLA".
- Provide information such as "run times", etc to mutual aid units or their respective communications center upon call completion.
9. User Test Requirements. Interoperability test patches will be conducted by all parties every Sunday between 7:00 A.M. and 10:00 A.M. (CST) on a workload permitting basis utilizing "on-air" resources. Any equipment issues or failures will be immediately reported to Motorola by the initiating jurisdiction.
10. Liability. Each party shall be liable only for its own acts or omissions. Nothing in this agreement shall extend liability for any party beyond the limits established in §768.28, Florida Statutes.
11. Records. The parties acknowledge that this MOU and any related financial records, and its reports, plans, correspondence and other documents may be subject to disclosure to

members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event any party fails to abide by provisions of Chapter 119, Florida Statutes, any other party may, without prejudice to any right or remedy and after providing seven days' written notice, terminate this MOU.

12. Term. This MOU shall commence upon the date last executed by the parties and continue unless terminated as provided herein.

13. Modification and Termination. This MOU may be cancelled or terminated with or without cause by any party upon providing thirty (30) calendar days prior written notice. Any and all amendments must be made in writing by the parties before becoming effective.

14. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is the subject of this MOU shall be in the County of Escambia.

15. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this MOU.

16. Assignment. This MOU, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties, without prior written consent.

17. No Waiver. The failure of any party to insist upon the strict performance of the terms and conditions herein shall not constitute or be construed as a waiver or relinquishment of any other provision or of any party's right to thereafter enforce the same in accordance with this MOU.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU by their duly authorized representatives on the respective dates under each signature:

ESCAMBIA COUNTY: ESCAMBIA COUNTY,
FLORIDA, a political subdivision of the State of
Florida

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Grover C. Robinson, IV, Chairman

Date: _____, 2016

By: _____
Deputy Clerk

(SEAL)

BCC Approved: _____

[SIGNATURE PAGES TO FOLLOW]

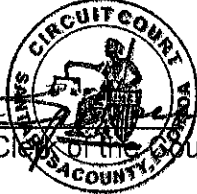
Approved as to form and legal
sufficiency.

By/Title: Edward A. A. A.
Date: 2/19/16

SANTA ROSA COUNTY: SANTA ROSA COUNTY, FLORIDA, a political subdivision of the State of Florida

Attest:


Donald C. Spencer, Clerk of the Court



By: 
Lane Lynchard, Chairman

BCC Approved: July 25, 2016

[SIGNATURE PAGES TO FOLLOW]


CITY OF PENSACOLA, a municipal corporation
of the State of Florida

By: 
Mayor, Ashton J. Hayward, III

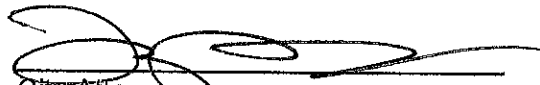
ATTEST:


City Clerk, Ericka L. Burnett

Approved As To Substance:


Department Director/Division Head

Legal in form and valid as drawn:


City Attorney

[SIGNATURE PAGE TO FOLLOW]



CITY OF GULF BREEZE, a municipal corporation of the State of Florida

By: Edwin A. Eddy
Edwin A. Eddy, City Manager

ATTEST:

Stephanie D. Lucas
Stephanie D. Lucas, City Clerk