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To: Santa Rosa County Board of County Commissioners

From: Brad Baker, Director, Emergency Management

Through: Tony Gomillion, County Administrator

Re: Interoperability MOU / Inter-Local

Date: February 25, 2016

RECOMMENDATION

Request that the Board approve an inter-local memorandum of understanding (MOU) by and between Escambia County, FL, the Pensacola Police Department, the Gulf Breeze Police Department and Santa Rosa County through our Emergency Management Department.

BACKGROUND

With the inception of the new Motorola P25 Radio System in our county, the opportunity for interoperability presents itself. The P25 Master Core public safety communications system is maintained at the Escambia County Public Safety Building; this system serves as the basis for radio interoperability between the parties as provided in this MOU. This agreement establishes policy and procedure for the participants to utilize their resources for the purpose of providing radio interoperability and radio channels/talk groups for mutual aid response in accordance with the National Incident Management System (NIMS).

COMPLETION

Santa Rosa County Attorney has reviewed the agreement and, upon approval of the agreement by the Board, original documents will be forwarded to the BOCC for signature.

**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 Pensacola Police Department (“PPD”), and the 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:

SANTA ROSA COUNTY:

PENSACOLA POLICE DEPARTMENT:

GULF BREEZE POLICE DEPARTMENT: