MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NORTH MIAMI
AND
MIAMI-DADE COUNTY

This Memorandum of Understanding is made this 28th day of March, 2014, between the City of North Miami by and through its department, the North Miami Police Department (hereinafter "AGENCY"), and Miami-Dade County by and through its departments, the Information Technology Department (hereinafter, ITD) and the Miami-Dade Police Department (hereinafter, MDPD). This agreement will be implemented under the partnership of the Miami-Dade Police Department, which operates these systems in the performance of its law enforcement responsibilities for the County, and the Information Technology Department, which manages the radio channels for the County (as the licensed user).

WHEREAS Miami-Dade County (County) formally establishes a Memorandum of Understanding (MOU) with the AGENCY allowing it to utilize the County 700/800 MHz Regional Radio System for voice radio communications, the County imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use County-licensed radio channels. The parties hereto agree to the requirements detailed in this MOU.

The parties shall follow all policies and standard operating procedures in place at the time of this agreement as well as those developed in the future and issued by ITD.

Definitions

a) AGENCY- Authorized entity utilizing County 700/800 MHz Regional Radio System to conduct Law Enforcement communications.

b) Encryption - The process of encoding messages in such a way that eavesdroppers or hackers cannot read it, but authorized parties can.

c) LMR – Land Mobile Radio.

d) Personality Lock – A P25 feature to restrict access to radio personality stored in the unit.

e) Authorized Reseller – Equipment reseller authorized to perform repairs, sales, training, support, and programming of radios.

f) LID – Logical Identification

g) RF – Radio Frequency

ITD Responsibilities as related to the County Radio system:

- Provide 24/7 support to radio infrastructure related emergencies. Restore services to 700/800 Radio Infrastructure including equipment, environmental systems, towers, antennas, county-wide microwave system, and operating system software.

- Provide maintenance, troubleshooting, repairing, upgrading, replacing, and servicing all 700/800 Radio infrastructure hardware and software applications.

- Physical and logistical security of sites, radio system and network.

- Perform preventive system maintenance and administration per vendor's recommendations.

- Provide back-up communication services in the event of an emergency on the 700/800 Radio system.

- Create and coordinate communications talk groups.

- Monitor systems for capacity and performance issues and take corrective action to mitigate problems affecting capacity and/or performance.

- Manage all applicable Federal Communications Commission (FCC) licenses authorized to the County.

- Prepare bids and Request for Proposal (RFP) documents for the procurement of goods and services relating to radio communications technology.

- Prepare and maintain all system documentation.

- Evaluate new technology for possible cost reduction or service enhancements.

- Set and maintain standards of "Approved Equipment" that access County radio systems.

- Identify and correct private carrier Radio Frequency (RF) related interferences affecting public safety systems.

ITD Services provided at additional costs:

- Maintenance & support of AGENCY microwave or land line link used to connect AGENCY system to the County network.

- AGENCY Dispatch Consoles maintenance & repairs.

- Purchase of new radio equipment including software-licensing requirements by manufacturers for software installed in the field subscriber equipment including but not limited to portable radios, mobile radios, control stations, and dispatch consoles.

- Radio Depot maintenance and repairs of subscriber radios, control stations, dispatch consoles, or other terminal devices that connect to the County 700/800 MHz systems.

- Installation services.

- Drive-in repair service.

- AGENCY may exercise an option to have all radio repairs completed by the ITD Radio Shop at mutually agreed to terms.

While operating on the County Public Safety 700/800 MHz radio system, AGENCY is subject to the following guidelines:

1. Use shall be limited solely to communications relating to matters of law enforcement.

2. The use of frequencies on the Miami-Dade Regional Public Safety Network requires strict encryption adherence.

3. Be on the Look Out (BOLOs) or active emergencies, which need to be broadcasted across shared talk groups, will require the approval of the approved active dispatcher via an intercom connection. If the talk groups are patched, each agency may request the release of the patch and the other will honor it.

4. AGENCY agrees to comply with all County enforcement actions required by policy or procedure for misuse or abuse of the radio system.

5. AGENCY agrees to use the Personality Lock feature on all LMR subscriber radios connecting to the County Radio System to prevent unauthorized users from programming radios or accessing the system.

6. AGENCY agrees that encryption keys remain under the control of MDPD, managed by ITD, and shall not be shared with private contractors without prior consent from the County.

7. Use of the County Radio System shall be limited solely to communications relating to matters of law enforcement. Proper FCC and County radio protocols must be adhered to at all times.

8. AGENCY must obtain written authorization from ITD in order to utilize "other agency" Talk Groups on AGENCY radios. This authorization will be communicated to ITD Radio Administration prior to programming Talk Groups into subscriber radio equipment. All radio personality changes/modifications must be approved by ITD prior to deployment. New Talk Group names, Aliases, and LIDs must be assigned by ITD prior to changing, adding, or deleting subscriber equipment on the County system. All radio personality changes/modifications must be approved by ITD prior to deployment. New Talk Group names, Aliases, and LIDs must be assigned by ITD prior to changing, adding, or deleting subscriber equipment on the County system.

9. AGENCY shall not utilize duplicate LID numbers already issued to a specific subscriber radio including retiring subscriber equipment. All change requests must be communicated to ITD. AGENCY is not authorized to program radios for any other County agency or municipality having radios connected to the County Public Safety Radio System.

10. AGENCY will only utilize LIDs/ID numbers assigned by ITD as part of this agreement. AGENCY shall provide ITD with a list of personnel authorized to request activation or deactivation to existing subscriber units or adding new subscriber radios.

11. In the course of sharing information, AGENCY may receive certain access codes, frequencies, system parameters, etc., to the County's 700/800 MHz radio system to enable the talk groups to be programmed into their subscriber equipment. The access code and other information are to be treated as confidential information and AGENCY is responsible for safeguarding the code information from release. AGENCY is not authorized to release this information to anyone including outside agencies, non-AGENCY employees, internet blogs, web sites, publications or to amateur radio operators or amateur radio clubs.

12. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by ITD will be kept confidential by AGENCY and will not be disclosed to any other party, directly or indirectly, unless such disclosure is required by law or lawful order. In no case shall the information be released without ITD's prior written consent. All of the information as described above shall be and remains the County's property and may only be reproduced or distributed with written permission of ITD on behalf of Miami-Dade County.

13. Access and programming codes will only be released to service staff employed by ITD Radio Communications Division who has received factory training in programming radios. AGENCY agrees to initiate action against the respective employee if the employee releases this confidential radio information.

14. ITD may approve programming of subscriber equipment by an authorized reseller or manufacturer of subscriber equipment compatible on the County Radio System upon review of whether the contract terms between the AGENCY and the commercial service provider, are adequate to protect the County's 700/800 MHz Regional Radio System from misuse, harm, or release of access and programming codes and radio use.

15. Programming of radio personalities including original, changes, deletions, or modifications to radios operating on the County system will be performed by service staff employed by ITD Radio Communications Division who have received factory training in programming radios.

16. AGENCY will be responsible for ensuring that the commercial service provider adheres to the terms of this agreement pertaining to the proper use of access/programming codes and radio use.

17. AGENCY agrees to take responsibility for all equipment connected to the County Radio System by ensuring that the necessary measures are taken to safeguard the equipment from loss, theft, or damage.

18. AGENCY agrees that use of the 700 MHz system is only for unencrypted special and emergency events as authorized by the MDPD and ITD. Prioritized use of the 700 MHz Intercity System is limited to the following forms of use:

    a. Emergency or urgent operation involving imminent danger to life or property.
    b. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications.
    c. Pre-planned Special events.
    d. Joint training exercises.
    e. Inter-agency communications.
    f. Catastrophic failure of the County's 800 MHz system.
    g. Communications with agencies not on MDC System.

19. During the annual Miami-Dade County Radio Inventory, a physical inspection of all County-loaned assets may be necessary and such inspections shall be allowed by AGENCY. Additionally, each agency will provide a database file, which will be used for reconciliation purposes.

20. AGENCY will be responsible for maintaining a current account of all personnel who are assigned and possess a radio that operates on the County 700/800 MHz Radio System and to forward that information within 24 hours or as reasonably as possible to the

Miami-Dade County Information Technology Department, Radio Shop at 305-596-8900 for proper aliasing of the radio. AGENCY will also provide a 24/7contact point for the MDPD Shift Commander in the event that there is an emergency declared on the radio. All verbal communications shall be confirmed in writing.

21. In the event that a radio programmed with the 700/800 MHz personality is lost, stolen, or missing, the ITD Radio Administrator shall be notified immediately at (305) 596-8176 outside of normal working hours and (305) 596-8900 during normal working hours. ITD Radio System management personnel will disable the affected radio.

22. AGENCY will be responsible for all programming, maintenance, and/or repair costs to any radio equipment owned by AGENCY. Private contractors hired to perform the services described above, will be required to sign an agreement not to disclose the radio personalities the AGENCY is authorized to utilize.

23. AGENCY agrees not to sublet their subscriber radios with the County template to any individual, agency, or organization without prior written consent from ITD Radio Communications.

24. Private calls shall not be allowed under any circumstances on the County radio system.

25. ITD shall be advised within 24 hours when new radios are added or deleted by AGENCY. This notification is required to be made in writing. ITD will acknowledge receipt of the request within 24 hours in writing as well.

26. ITD Radio Management personnel will develop the County radio personality, which will not be altered or changed when issued to AGENCY. Radio personalities must be mutually agreed by AGENCY and ITD before being loaded into any AGENCY radio. All minor changes and global changes will be completed in a mutually agreed time frame. As it relates to changes, the time frames are reciprocal to both agencies. AGENCY agrees to follow proper FCC and County radio protocols at all times.

27. Approval of additional radio unit activation shall include but not be limited to the outcome of Grade of Service (GOS) studies, which shall be performed by the County's Radio Communications Division of ITD. The GOS is a way of assuring that the additional devices will not adversely affect current communications on the County system.

28. At the County's sole discretion, improper use of radio that is discovered as affecting system performance or in an unauthorized manner may result in the suspension of subscriber radio or console. AGENCY management will be notified immediately upon discovery of improper radio use in writing.

29. AGENCY shall not perform two-way radio interconnecting or connecting subscriber radios and/or system Gateways, conventional or Internet Protocol (IP) based, to other radio systems, telephone systems, cellular systems, or any other communication system with the County 700/800 MHz Radio System without prior written approval by ITD Radio Communications Division.

30. AGENCY shall not connect 700/800 MHz radio system audio to any external source including telephony, or internet for monitoring purposes.

31. Only equipment authorized by ITD is approved to operate on the MDC 700/800 MHz P25 systems. In order for equipment to be added to the authorization list, equipment

must undergo testing to ensure its compatibility and its impact on the system and the other users. Currently, the following radio types are authorized for use on the County system:

a. Harris P5100 / P5400 800 MHz
b. Harris P7100 / M7100 800 MHz
c. Harris P7200 / M7200 700/800 MHz
d. Harris P7300 700/800 MHz
e. Harris M7300 700/800 MHz
f. Harris Unity Multi-Band

32. Any other radio subsequently approved by ITD must adhere as indicated below in "a" and "b" to ITD's testing methodology and programming specifications as defined for each type of subscriber radio equipment prior to putting equipment into actual operation.

    a) Provide ITD with four test radios for testing and certification of operation.

    b) Provide ITD including all costs associated with programming software, cables, keys, etc., offered by manufacturer to program subscriber equipment.

Special Requirements:

Not Applicable (N/A) will be indicated for each requirement not exercised.

1. AGENCY is responsible for the cost and support to maintain and operate their own radio infrastructure.

2. Agency is authorized to interface the AGENCY P25 system via standard PD Link to the County's 700/800 MHz trunked radio communications system.

3. Exclusive use and the number of talkgroups used by AGENCY are approved in accordance with MDPD and ITD concurrence and vary from one agency to another.

4. MDPD will allot working space within the Integrated Command Facility Building for Agency to AGENCY to establish a remote backup site for their operations, in the event of an emergency or other situation that renders their site inoperable. The cost of connecting to any AGENCY specific application would be funded by AGENCY.

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the Parties, the United States, the State of Florida, Miami-Dade County, or the officers, employees, agents, or other associated personnel thereof.

To the extent permitted by law and as limited by §768.28, Florida Statutes, each party shall assume the liability arising from acts taken by its personnel pursuant to this MOU. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other participating party of this MOU and neither party intends a waiver of sovereign immunity or the limits provided by §768.28, Florida Statutes.

This MOU shall be effective from the date specified in the opening paragraph until terminated at any time by either Party upon a 90-day advanced written notice to the other party. This MOU may be modified at any time by the mutual written consent of the Parties.

Agency Name: North Miami Police Department

Signature

Date: 4-8-14

Leonard Burgess, Interim Chief
Print Name and Title

Signature

Date: 4/6/2014

Lucie M. Tondreau, Mayor
Print Name and Title

Miami-Dade County

Carlos A. Gimenez, Mayor

Date: 2/19/14

Information Technology Department

Angel Petisco, Director

Date: 1/30/2014

Miami-Dade Police Department

J.D. Patterson, Director

Date: 1/27/14