MUTUAL AID and INTEROPERABLITY

MEMORANDUM OF UNDERSTANDING

For
THE COMMONWEALTH OF

KENTUCKY

Memorandum of Understanding
for
Immediate Mutual Aid and Interoperability
between the
{Local Public Safety Agency}
and the
Kentucky State Police

1. Purpose of this Document

This Memorandum of Understanding (MOU) is intended to document the intention of the applicant agency's request for permission to operate on radio frequencies granted and assigned to the Kentucky State Police (KSP) by the Federal Communications Commission.

These channels will be collectively referred to as the Mutual Aid Frequencies and will be offered to applicant agencies who agree to abide by the rules of use. The Mutual Aid program will be provided to applicant agencies at no cost, and may be used with existing radios currently in use in the Commonwealth. Furthermore, KSP has agreed to staff the program so no additional personnel resources will be required by participating agencies.

By virtue of signing and submitting this MOU, the applicant affirms it will comply with the operational and technical guidelines, and the terms prescribed herein.

2. Immediate Mutual Aid Interoperable Communications

Immediate Mutual Aid Interoperability is the capability for agencies to tune into a dedicated frequency using the "Conventional Analog Mode" protocol that is shared among one or more public safety agencies. Public safety agencies can use either Talk-Around Mode or the Mutual Aid Repeaters to establish interoperable voice communications with other first-responders at the scene of an emergency. It would also allow first responders to establish an emergency communication link into the KSP Dispatch Center, and to request cross connects across the three separate frequency bands used by first responders in the commonwealth..

Achieving immediate voice communication interoperability among disparate systems will enable public safety workers to communicate with each other in order to manage their immediate responses to emergencies and situations where risk of life and limb are probable. These situations include, but are not limited to, natural disasters like flooding, forest fires, tornados, plant explosions, or terrorist attacks, and situations requiring mutual aid such as hot-pursuits, large traffic accidents, hostage situations, or Amber alerts.

This Memorandum of Understanding establishes operational and technical guidelines to support immediate mutual aid interoperability between public safety first responders that adds a new dimension to our effectiveness and efficiency to improve all aspects of Emergency Management in protecting our citizens and our first responders.

3. Responsibilities of the Parties

The Public Safety Agency agrees to:

- **I.** Continue to maintain their radio communication equipment to manufacture and FCC specifications.
- **II.** Maintain reasonable security from loss or theft, and unauthorized use for all radio communication equipment operating on any KSP frequencies.
- **III.** Report immediately to the KSP any incident that causes loss of control of any radio communication equipment operating on any KSP Frequencies.
- **IV.** Submit a list indicating the number, make, and model of each type of radio communication equipment that will be programmed with the Mutual Aid frequency. (example: 20 Motorola, ABC Handheld, 15 Kenwood, CDE, vehicle mounted, 2 GE, XYZ Base Stations)
- **V.** Enable circuitry in the radio communication equipment to prevent transmitter hang-on in excess of three minutes.
- **VI.** Submit updates when new radio communication equipment programmed with the Mutual Aid frequency is brought into service and as old systems are retired.
- **VII.** Use "Plain English"[1] for all voice transmissions.
- **VIII.** Refrain from "In-House" radio traffic not pertaining to a Mutual Aid and Disaster Response / Coordination incident.
- **IX.** Notify the dispatcher as soon as frequency cross-connects are no longer required.
- **X.** Periodically check the Mutual Aid website for news, updates, and information.

The Kentucky State Policy agrees to:

- **I.** Secure and maintain FCC licensing for all mutual aid frequencies subject to this MOU.
- **II.** Coordinate, license and maintain any additional frequencies needed in the future to facilitate the mutual aid communication network.
- **III.** Incur expenses associated with securing, licensing, and maintaining the mutual aid communication network.
- **IV.** Use "Plain English"[1] for all voice transmissions.
- **V.** Monitor the Mutual Aid Calling Channels and provide assistance and BIM cross-connects as required by Incident Commanders.
- **VI.** Establish Quality of Service Metrics for the Mutual Aid Calling Channels.
- **VII.** Establish a Dispute Resolution Process.
- **VIII.** Identify any inappropriate use of the Mutual Aid Calling Channels and mitigate the same from occurring in the future.
- **IX.** Mitigate contention of Mutual Aid Channels by exercising discipline over the radio communication network.
- **X.** Minimize traffic on all Mutual Aid Channels to maximize usage during emergencies.

[1] "Plain English" is clear language, in English, that can be understood without concerns of ambiguity. Jargon, 10 codes, acronyms, and agency specific terms or phrases will not be allowed.

4. MOU Submission

This MOU should be completed and returned with all information requested to the following address:

Kentucky State Police
Commander-Communications Branch
1240 Airport Road
Frankfort, KY 40601

Information concerning this program is located at the following URL:
http://www.kwiec.ky.gov/interoperability/mutualaid.htm

5. Period of Agreement

This MOU will be effective when signed by both parties and approved by the KSP Commissioner. Either party may terminate this agreement by providing written notification to the other party at any time.

The applicant agency must visit the Mutual Aid web site annually to update their information, download updates, make recommendations and comments, and to keep the agreement current. The web site will be reviewed periodically to ensure compliance and to consider recommendations to determine whether the MOU should be revised. Agencies failing to keep their agreement current may not be allowed to renew their agreement, or may be cancelled if blatant misuse is determined.

This web site will primarily serve as a focal point to disseminate new information, lessons learned, training, and other items of interest concerning the Mutual Aid Program.

6. Terms of Agreement

Use of KSP radio frequencies other than those terms listed herein by the applicant agency is prohibited and will be considered a violation of the agreement. Any such violation by the applicant agency will cause an automatic termination of this agreement.

Any willful violation of FCC Rules or Regulations by the applicant agency will be considered a violation of the agreement. Any such violation will cause an automatic termination of this agreement.

Any terms of this MOU found to be inconsistent or in conflict with any current KSP directives or policies may be deemed invalid by the Commissioner of the KSP, but the remaining terms will remain in effect.

7. General Applicant Agency Information

Applicant Agency **Date Submitted:** _____

Agency Name: _____

Street Address: _____

City, State, Zip: _____

Is the Applicant a State Agency? ☐ **Yes** ☐ **No**

What type of Agency are you? (Check all that apply)

- ☐ **Law Enforcement**
- ☐ **Emergency Medical**
- ☐ **Disaster Response**
- ☐ **Other Governmental, Provide Type** _____
- ☐ **Fire**
- ☐ **Emergency Management**
- ☐ **Military**

What is your Geographical area of responsibility? (Check all that apply)

- ☐ **Local (City/Township/Section)**
- ☐ **Regional**
- ☐ **County**
- ☐ **Statewide**

8. Agency Liaison and Standing Committee Member

To facilitate the implementation of this MOU, the applicant agency and the KSP each agree to designate a liaison officer to serve on a standing committee that will meet as needed, but no less than once in five years. Matters of consideration are to include a review of each agency's participation in the MOU, an assessment of the MOU's effectiveness, and modifications that might be necessary. As appropriate, the standing committee reserves the right to meet in a timely fashion to address urgent issues and specific cases of noncompliance.

Applicant Agency Liaison Officer (*assigned by Agency*)

Name: (print):_____ Telephone: _____

Email: _____ Date assigned: _____

Kentucky State Police Liaison Officer (*assigned by KSP*)

Name: (print):_____ Telephone: _____

Email: _____ Date assigned: _____

9. Applicant Agency Frequency Requirements

Which Mutual Aid Frequency are you applying to operate within? (Check all that apply)

The 150MHs VHF channels are simplex only while the 450MHz and 800MHz channels are repeated. To use the 450MHz or 800MHz channels in Simplex (also know as Direct, talk-around, or non-repeated) mode, program both transmit and receive frequencies with the same frequency listed under the "Receive/ Direct" frequencies.

☐ **150 MHz Frequency Band**

PL = 156.7

ID	Direct	Use
VMA -	155.4750 MHz	Primary Call Channel
VCALL -	155.7525 MHz	
VTAC 1 -	151.1375 MHz	
VTAC 2 -	154.4525 MHz	
VTAC 3 -	158.7375 MHz	
VTAC 4 -	159.4725 MHz	

☐ **450 MHz Frequency Band**

PL = 162.2

ID	Transmit	Receive / Direct	Use
UMA	458.300 MHz	453.300 MHz	Primary Call Channel

☐ **800 MHz Frequency Band**

PL = 156.7

ID	Transmit	Receive / Direct	Use
ICALL -	806.0125 MHz	851.0125MHz	Primary Call Channel
ITAC 1 -	806.5125 MHz	851.5125MHz	Police
ITAC 2 -	807.0125 MHz	852.0125MHz	Fire
ITAC 3 -	807.5125 MHz	852.5125MHz	EMS
ITAC 4 -	808.0125 MHz	853.0125MHz	Command and Control

10. Applicant Agency Radio Information

What radio systems will the Mutual Aid Frequencies be programmed into? (Check All That Apply)

☐ **Hand Held** ☐ **Vehicle Mounted Mobile** ☐ **Base Stations**

List the make, model, and number of radios in your agency that will be programmed with the mutual aid frequency.

Manufacturer Name	Model Number	Number of Radios

11. Acceptance and Approval of Authorizing Officials

Applicant Agency

I do hereby certify that all radio equipment listed above is the type accepted in the Commercial Land Radio Service and is suitable for use as a public safety wireless device. I further agree that I will take this piece of two-way radio equipment out of service immediately if it is found to be out of tolerance, causes any interference to other similar radio equipment and/or it is determined that it is not type accepted.

I furthermore indicate that as the executive authority in this agency, all subordinate employees who are granted access to these frequencies have received, or will receive National Incident Management System (NIMS) training prior to using these frequencies.

I, as the executive authority to enter into formal agreement, and on behalf of the employees of my agency who will have access to radios listed in this MOU, hereby accept and will abide by all terms contained within this MOU.

Applicant Agency Executive Authority – Name : _____

Title of Executive Authority: _____

Signature: _____ Date Signed: _____

Commissioner, Kentucky State Police

I, as the Commissioner of the Kentucky State Police, am herby granting permission for the applicant agency to transmit/receive on the frequencies that have been checked.

Commissioner, Kentucky State Police: _____

Signature: _____ Date Signed: _____

Stop

Please ensure all information within this MOU is completely filled out, and the executive authority's signature is present. Make a copy for your records and return this complete packet to the address indicated within.

Once submitted, the Agency's name should appear on the "Authorized Users" document at the URL listed below within ten working days.

For questions concerning this document, contacts, authorized users, and other updates, please check the following URL:

http://www.kwiec.ky.gov/interoperability/mutualaid.htm

For comments, questions, or recommendations, please send an email stating to the Mutual Aid Program Manager at the below email address.

MutualAid@ky.gov